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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 6, 2018

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of regular meeting on January 23, 2018

AWARDS AND PROCLAMATIONS

- Service Award - Eldani Mohamad

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Treamaine Longar – Our vigilant duties as Christians in today’s society and the teachings of self-defense taught with the Roman Catholic Church in Father Smeltzer’s presence.
2. Vernette Chance - Ways of dealing with dogs when police officers are called out.
3. Kathy Camden - Propose the creation of a sustainability/renewable energy advisory board for the City of Wichita.
4. Jessica Olson - Past police shootings which happened in 2012 of Troy Lannig Jr. and police transparency.

II. CONSENT AGENDA ITEMS 1 THROUGH 16

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Authorization of the Second Five-Year Tax Exemption, Hijos, LLC/JR Custom Metal Products, Inc. (District IV)

RECOMMENDED ACTION: Authorize the second five-year tax exemption on the IRB-financed property for Hijos, LLC/JR Custom Metal Products.

2. Authorization of the Second Five Year Tax Exemption, Leading Technology Composites, Inc. (District IV)

RECOMMENDED ACTION: Approve the second five-year 100% ad valorem tax exemption for Leading Technology Composites.

3. 2017-2019 International Association of Firefighters Contract.

RECOMMENDED ACTION: Approve the proposed 2017-2019 Memorandum of Agreement between the City and International Association of Firefighters Local 135.

4. Water Treatment Process Determination and Preliminary Design of Northwest Water Treatment Facility.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

5. Ordinance Amending Sections 3.11.115 of the Code of the City of Wichita Pertaining to Times for Community Events.

RECOMMENDED ACTION: Declare an Emergency, pass the ordinance on first reading and authorize all necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin Housing Member is also seated with the City Council.**

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Resolution Establishing the Order of Succession as Mayor of the City of Wichita.

RECOMMENDED ACTION: Adopt the Resolution.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 16)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated January 29 and February 5, 2018.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

- a. List of CMBs

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of PEs

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Amending Resolution for Sewer Improvements to serve Castlegate Addition. (District V)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Design Services Agreements:

- a. Design Agreement for Improvements to Siena Lakes Addition. (District V)
b. Design Agreement for Improvements to Brookfield Addition. (District II)

RECOMMENDED ACTION: Approve agreements/contracts and authorize the necessary signatures.

6. Change Orders:

- a. Change Order Limit Adjustment and Change Order No. 2 for Improvements to 143rd Street East from Central to Kellogg. (District II)

RECOMMENDED ACTION: Approve change order #2 and adopt the change order modification resolution and authorize the necessary signatures.

7. Property Acquisitions:

- a. Acquisition of Water Line Easement at 127th and Pawnee for the Water Service Dead End Elimination and Redundant Feed Project. (District II)

RECOMMENDED ACTION: Accept the easement, approve the budget and authorize the necessary signatures.

8. Minutes of Advisory Boards/Commissions:
Joint Investment Committee, December 7, 2017
Wichita Historic Preservation Board, December 11, 2017

RECOMMENDED ACTION: Receive and file.

9. Approval of the Change of Trustee and Consent of Leasehold Mortgage, H2 Corporate Office Corporate Office, LLC. (District II)

RECOMMENDED ACTION: Approve the resolution authorizing the change of trustee and consent to the leasehold mortgage.

10. Nuisance Abatement Assessments, Cutting Weeds.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

11. Funding for the Traffic Signal at Kellogg and 111th Street West. (District IV)

RECOMMENDED ACTION: Approve the budget, adopt the resolution and the change order modification resolution, and authorize the necessary signatures.

12. Grants of Right of Way for Utilities Over City-Owned Property Located in the 100 Block of North Washington. (District VI)

RECOMMENDED ACTION: Approve the grants of right of way and authorize all necessary signatures.

13. Water Treatment Plant Chlorine Scrubber Replacement.

RECOMMENDED ACTION: Approve the project as a design build, approve the budget, adopt the resolution and authorize the necessary signatures.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. *SUB2017-00026 -- Plat of West Kellogg Commercial Addition Located on the Northeast Corner of Kellogg Drive and South 135th Street West. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

15. *SUB2017-00048 -- Plat of Central Community Church Addition Located on the North Side of West Maple Street, East of South Ridge Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

16. *ZON2017-00053 – City Zone Change Request from Go General Office (GO) to LC Limited Commercial (LC) on Property Located on the South Side of East Central Avenue between Edgemoor Drive and Woodlawn Boulevard, 5759 East Central Avenue. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes); 2) override the recommendation of the MAPC (requires six of seven votes) and adopt the recommendation of the DAB I board to rezone to NR Neighborhood Retail with a Protection Overlay prohibiting businesses engaged in providing loans secured by car titles or other similar forms of security should; 3) deny the request to rezone the property (requires six of seven votes); or 4) return the request to the MAPC for reconsideration, giving reasons for the return (requires four of seven votes).

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. **Andra Martin, Housing Member is also seated with the City Council.**

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Hijos, LLC/JR Custom Metal Products, Inc.) (District IV)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Approve the second five-year ad valorem tax exemption.

Background: On September 11, 2012, the City Council approved a one-year Letter of Intent for Industrial Revenue Bonds (IRBs) in the amount not-to-exceed \$4,400,000, and a 100% five-plus-five-year property tax exemption for Hijos, LLC (“Hijos”) to finance a 30,000 square foot addition to the manufacturing facility located at 2237 S. West Court and to refinance an outstanding bond issue from 1998. Bonds were issued in November of that year. The benefits of the IRB accrued to JR Custom Metal Products, Inc. (JR Custom Metal), a related business that subleases the facility. The company is now requesting approval of the second five-year exemption.

JR Custom Metal is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth.

Analysis: JR Custom Metal Products, Inc. is a manufacturer of a diverse line of metal fabricated products and equipment. JR Custom Metal specializes in the unique designing and engineering of metal products from aluminum, stainless steel, titanium and hot roll steel materials. JR Custom Metal has been engaged in the manufacture of metal fabricated products since 1974. JR Custom Metal has a diversified customer base that includes manufacturers of aircraft, agricultural and construction equipment, meat processing and trucking companies, among others. JR Custom Metal estimates that 80% of its production is exported outside of Kansas.

Bond proceeds were used to build and equip a 30,000 square foot expansion and to refinance the outstanding balance of the 1998 tax-exempt bond issue at a lower interest rate. Base employment was 110. The 2012 expansion was projected to add 50 new jobs at an average wage of \$31,324.

	<u>2012 Projections</u>	<u>Current Levels</u>
Capital Investment:	\$4,400,000	\$4,400,000
Job Creation:	110 (base) + 50 (new) = 160	110 (base) + 36 (new) = 146
Annual Salaries:	\$31,324	\$42,276

While the company did not achieve the job creation projected, it did add 36 jobs at higher than projected annual salary. The company also currently has thirteen open positions it is actively recruiting. Analysis shows a ratio of benefits to costs above the policy requirement of 1.3 to 1.

Financial Considerations: Hijos has paid the City's \$2,500 annual IRB administrative fee for the term of the bonds.

An updated benefit/cost analysis report completed using the fiscal and economic impact model of Wichita State University's Center for Economic Development and Business Research reflects benefit/cost ratios as follows:

City of Wichita	1.91 to 1.00
City General Fund	1.80 to 1.00
City Debt Service	2.15 to 1.00
Sedgwick County	1.40 to 1.00
USD 259	1.47 to 1.00
State of Kansas	29.42 to 1.00

Legal Considerations: Terms in the bond documents provide the City Council the right to either terminate the exemption at the end of the first five-year period or extend the exemption for a second five-year period based upon performance.

Recommendations/Actions: It is recommended that City Council authorize the second five-year tax exemption on the IRB-financed property for Hijos, LLC/JR Custom Metal Products.

Attachments: None

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Leading Technology Composites, Inc.) (District IV)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Approve the second five-year property tax abatement.

Background: Leading Technology Composites, Inc. (LTC) was founded in 1993 to manufacture composite based materials and products for aerospace, military and automotive applications. In 2013, the company was approved for an Economic Development Tax Exemption on the construction of a 48,400 square foot expansion to its manufacturing facility. LTC has exceeded the job projections it made at the time of its expansion and is now requesting approval of the second five-year exemption under the Economic Development Exemption (EDX) Program.

LTC is in the Advanced Manufacturing and Advanced Materials clusters of the Blueprint for Regional Economic Growth.

Analysis: LTC is primarily located at 2626 W. May in southwest Wichita. LTC produces parts for vehicle systems and personal body armor plates for the U.S. military. The company also produces structural assemblies for aerospace manufacturers and safety products for commercial automotive clients. LTC exports 95% of its products out of Kansas; customers include BAE Systems, Lockheed Martin, Bombardier and Ford.

LTC constructed a 48,400 square foot expansion of its facility at a cost of approximately \$1,300,000 and also invested almost another \$1,300,000 in new machinery and equipment. LTC had 116 employees at the time of the expansion and projected it would add at least 49, for a total local employment of 165 by the end of 2017. The average annual salaries for employees was projected to be \$37,677.

	<u>2013 Projections</u>	<u>Current Levels</u>
Capital Investment:	\$2,500,000	\$2,583,320
Job Creation:	116 (base) + 49 (new) = 165	116 (base) + 196 (new) = 312
Annual Salaries	\$37,677	\$41,900

Financial Considerations: Based on City's Economic Development Incentive Agreement, the company qualifies for a 100% ad valorem tax exemption for an additional five years.

A new benefit/cost analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

City of Wichita General Fund	5.99 to 1.00
City of Wichita General Fund	4.68 to 1.00
City of Wichita Debt Service Fund	8.72 to 1.00
Sedgwick County	3.72 to 1.00
USD 259	1.47 to 1.00
State of Kansas	196.05 to 1.00

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 100% ad valorem tax exemption for Leading Technology Composites.

Attachments: None

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council
SUBJECT: 2017-2019 International Association of Firefighters Contract
INITIATED BY: Human Resources Department
AGENDA: New Business

Recommendation: Approve the 2017-2019 Firefighters Contract.

Background: The City's negotiating team and the International Association of Firefighters Local 135 have reached an agreement for 2017-2019. The International Association of Firefighters represent firefighters, lieutenants and captains assigned to the City. The Union membership approved the contract January 5, 2018.

Analysis: The agreement has a three-year term and will be in effect from December 16, 2016 through December 13, 2019. Eligible employees will receive step increases and wage increases as follows:

2017: 1.0% GPA retroactive to January 2017, 2.5% merit step increase effective upon the employee's anniversary date.

2018: 2% GPA effective December 30, 2017, 2.5% merit step.

2019: 1.0% GPA effective December 29, 2018, 2.5% merit step increase effective upon the employee's anniversary date. In addition, the increase for those moving from N step to O step will be increased an additional 1.5%.

Other language changes include the following:

- Kelly Day pay schedule improvements: Payments in February, April, July and October.
- Wichita Firefighters charitable fund added for payroll deductions.
- An additional merit step at time of promotion if promotion occurs within 12 days of next anniversary date.
- Union President or appointee added only as an observer to the Accident Review Board.

This is a three-year contract.

Financial Considerations: The agreement is consistent with the 2018 Adopted Budget. The 2018 cost of the step increases and related increases in salary based benefits is estimated at \$1,062,788.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the proposed 2017-2019 Memorandum of Agreement between the City and International Association of Firefighters Local 135.

Attachment: Memorandum of Agreement

MEMORANDUM OF AGREEMENT

By and Between

The City of Wichita, Kansas



and

Local #135 International Association of Firefighters - Wichita, Kansas



This Memorandum of Agreement is entered into by and between the City of Wichita, Kansas, hereinafter referred to as the "City" or "Employer", and Local #135 International Association of Firefighters, hereinafter referred to as the "Union."

Date Effective

December 16, 2016

Date Ending

December 13, 2019

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Preamble

This memorandum of agreement is made and entered into following negotiations as required in the Kansas Public Employee Relations Act. The terms of this agreement apply to only those employees who are included in the bargaining unit for which the Union was certified as the exclusive bargaining representative in the order of the Kansas Public Employee Relations Board of August 15, 1974. This agreement between the City and the Union is to be for a term beginning December 16, 2016, and ending December 13, 2019.

Article 1: Recognition

- A. The City recognizes the Local #135 International Association of Firefighters, hereinafter referred to as the Union, as the exclusive representation for the purposes of meeting and conferring and the settlement of grievances for those designated in the bargaining unit.
- B. The bargaining unit consists of all employees bearing the rank of Firefighter, Fire Lieutenant, Airport Police and Fire Lieutenant, and equivalent positions, and Fire Captain, Airport Police and Fire Captain, and equivalent positions. Excluded from the unit are all other employees.
- C. In the event any classification in the bargaining is retitled, or in the event any additional classification is included in the bargaining unit by action of PERB, this memorandum of agreement shall be construed to include such retitled or additional classification in the above unit description.

Article 2: Management Rights

- A. The Union recognizes that except to the extent abridged by specific provisions of this agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this agreement shall include, but are not limited to:
 - (1) Direct the work of its employees;
 - (2) Hire, promote, demote, transfer, assign and retain employees in positions within the public agency;
 - (3) Suspend or discharge employees for proper cause;
 - (4) Maintain the efficiency of governmental operation;
 - (5) Relieve employees from duties because of lack of work or for other legitimate reasons;
 - (6) Take actions as may be necessary to carry out the mission of the agency in emergencies; and
 - (7) Determine the methods, means and personnel by which operations are to be carried on.
- B. The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this agreement.

Article 3: Employee Rights

Employees shall have certain inherent rights as individuals which shall include, among other things, the right to form, join and participate in the activities of the Union of their own choosing. Employees shall also have the right to refuse to join or participate in activities of any Union. It is the right of an employee to seek relief to any problem as specified in the grievance procedure and the filing of a grievance shall not adversely affect the employee filing the grievance.

Article 4: Nondiscrimination

- A. No employee shall be discriminated against because of race, color, creed, national origin, age, sex, religion, ancestry, disability, because of Union activity or non-Union activity or for any other reason contrary to law by either the City or the Union, all in accordance with the law.
- B. If any grievance is filed under this article, and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, said grievance shall be held in abeyance until the other board, agency or court has rendered its decision.
- C. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that it shall not discriminate against any employee with the respect to hours, wages, or any other term or condition of employment including promotions by reason of membership in the employee organization, or participation in any of these activities; collective negotiations with the City, or institution of any grievance, complaint or proceeding under this agreement with respect to any terms or condition of employment.

Article 5: Stewards

- A. The employer recognizes the right of the Union to designate not to exceed fourteen job stewards and alternatives.
- B. The authority of job stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to work, or any other interference with the employer's business.
 - c. The job stewards shall not absent themselves from their place of work to attend to Union business and grievance matters without permission of their Battalion Chief/Deputy Chief of Airport Police and Fire.
 - d. Requests for time off to handle Union business and grievance matters shall be granted at the discretion of the department director. Such permission shall not be unreasonably withheld. Stewards may be granted 30 minute periods to attend to Union business and grievance matters as approved by the department director. The 30 minutes shall be used at the end of the shift unless the Battalion Chief/Deputy Chief of Airport Safety grants another time. When a steward is required to attend formal grievance hearings, the time shall not be assessed against the above-mentioned periods.

Article 6: Payroll Deduction

- A. The City agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by Human Resources, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:
 - 1. Donations to the Friendship Fund.
 - 2. Premiums for the employee health and life insurance benefits.
 - 3. Wichita Federal Credit Union.
 - 4. Union dues.
 - 5. Fireman's Welfare Fund.

6. Deferred Compensation.
7. Wichita Firefighters Chartable Fund
8. Any other deduction authorized by the employee and the City.

- B. Any such authorized deductions or withdrawals shall become effective following the filing of an authorization or revocation card consistent with the procedure established by Human Resources or the appropriate agency. Withdrawal requirements from deferred compensation or health and dental plans are also subject to appropriate regulations.

Article 7: Compensation Policy

- A. A pay plan shall be provided for all employees in the classified service. The pay plan consists of a salary range for each position. Salary ranges are determined by the relative difficulty and responsibility of the positions of the class, prevailing rate of pay, cost of living factors, the financial policy of the City and other economic situations.

- B. Full time employees of the City who become Firefighters may continue to participate in the life insurance program, in addition to a health insurance program and receive paid holidays. While the employee is in recruit training, use of accrued leaves is not permitted, nor will the recruit accrue additional leave. Prior accrued leaves and seniority for accrual of longevity benefits (vacation, sick leave, and longevity pay) will be reinstated upon appointment to Firefighter.

Assistant Airport Police and Fire Supervisor will be placed in range 892 if 2912 hours per year and range 824 if 2080 hours per year and placed in the same step as if the employee remained as an Assistant Airport Police and Fire Supervisor.

Airport Police and Fire Supervisor will be placed in range 893 if 2912 hours per year and range 827 if 2080 hours per year and placed in the same step as if the employee remained as an Airport Police and Fire Supervisor.

- C. Any members of the bargaining unit who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat and Technical Rescue, will receive an additional \$35.00 per pay period. Members of Airport Police and Fire who are certified as a State Certified EMT shall receive \$35.00 per pay period. EMICT certifications will receive \$35.00 per pay period.
Wichita/Sedgwick County EMSS Credentialed Fire Paramedics will receive, in lieu of EMICT pay, \$86.10 per pay period.

Once the paramedic has been credentialed in the current system they shall receive \$86.10.

- D. Employees assigned the duties of a higher position shall be compensated at the rate of pay for the higher position for those hours worked.
- E. Employees working a 40 hour work week who are required to work second or third shift will receive shift differential. Employees required to work second shift will receive 15 cents per hour. Employees required to work third shift will receive 25 cents an hour.
- F. Anytime an employee is off duty and is required to be available for duty, the employee is on standby status. While on standby, the employee is required to keep in continual communication with the department by beeper radio or walkie-talkie. Employees on standby will be compensated at the rate of \$.50 per hour.

An employee on standby who is required to report to duty shall be guaranteed at least two hours pay at the regular rate of pay.

- G. Irrespective of any of the above provisions, the employer agrees that in the event of a call back to work under departmental policy, because of an emergency, those employees called back shall receive time and one-half for all the time worked, with a minimum of 2 hours pay.

- H. Dates of pay. Employees will be paid on a bi-weekly basis for all regular and constant staffing hours except overtime worked, including emergency call back hours, in that pay period. Payday shall be on the Friday following the regularly scheduled two (2) week pay period. Overtime pay will be paid at the end of the 27 day pay period.

For 40 hour employees the work week is 12:01 a.m. Saturday through 12:00 midnight Friday. A twenty-seven (27) day work period is established for employees who work a twenty-four hour shift.

Payment shall be made available to all employees prior to the end of the shift on payday. An employee who is separated or whose services are terminated may receive pay only on the next established payday.

- I. Members of the bargaining unit shall receive educational pay of \$25.00 per month for an associate's degree in Fire Science, \$50.00 per month for a baccalaureate degree and \$75.00 per month for a master's degree, in addition members of the bargaining unit for Airport Police and Fire shall receive education pay in the amount of \$110.00 per month for a baccalaureate degree in the fields of Fire Science or Administrative Justice or approved by Airport Management that are from a college or university accredited by an agency recognized by The Kansas Board of Regents and certified as eligible by the Human Resources Department. All transcripts must be mailed to the Human Resources Department directly from the awarding academic institution. Bargaining unit members are not eligible for tuition reimbursement.

Article 8: Longevity Pay

Commencing the first full pay period after the approval of the contract, and in consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long term employees. To receive longevity pay, the employee must have completed six (6) years total accumulative service with the City. The amount of this pay shall be \$2.00 per month times the years of accumulative service of the employee with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount of pay shall be \$5.00 per month times the years of accumulative service with the City.

Article 9: Within Hourly-Range Increases

- A. Frequency of increases. After an employee has successfully completed recruit training, the employee shall be advanced to the position of Firefighter and shall have a twelve month probationary period. Advancement from A to B step of the pay range may be granted after an employee has completed the probationary period. Within range increases from step B to step C, step C to step D, step D to step E, step E to step F, step F to step G, step G to step H, step H to step I, and step I to step J, step J to step K, step K to step L, step L to step M, step M to step N and step N to step O shall be granted after 12 months satisfactory service in each step. The compensation terms are based on the pay matrix included in the appendix.

2017 - Merit Step plus 1.0% GPA for those in pay status on 1/5/2018 retroactive to January 2017

2018 – Merit Step plus 2.0% GPA

2019 – Merit Step plus 1.0% GPA, O step increase 1.5% (4.0% total) at Performance Appraisal

- B. Promotions. Upon a promotion, the said employee will move to the pay range appropriate to the position to which the employee is promoted (A Firefighter promoted to Fire Lieutenant would move from Range 891 to Range 892). The promoted employee will move to the next lower step in the new pay scale. (Step H moves to step G, step I moves to step H, etc.). An additional merit step shall be granted at the time of promotion if the promotion occurs within 120 days of the employee's upcoming anniversary date prior to the effective date of the promotions. Anytime an employee is promoted or demoted a new anniversary date is established for future step movements.

Article 10: Overtime

- A. The City reserves the right to schedule overtime work as required.
- B. The number of personnel on duty will be determined by management. When personnel strengths fall below the minimum strength determined by management, personnel will be called from a list to fill vacant positions until minimum personnel strength is achieved.
- C. Bargaining unit personnel working a 24 hour schedule will be compensated at time and one-half of the hourly rate for all hours worked in excess of 204 in a 27 day work period.

Airport Police and Fire Personnel working a 24 hour schedule will be compensated at time and one-half of the hourly rate for all hours worked in excess of 165 in a 27 day work period.
- D. Employees who are scheduled to work 40 hours in one week shall be paid time and one-half for overtime if they have worked more than 40 hours in one week.
- E. Except for injury leave, leaves of absence will not be computed as hours worked for the purpose of computing overtime even though the leave may have been paid leave.

Article 11: Kelly Days

Each employee working a 24 hour shift shall be granted four Kelly Days with pay. Said Kelly Days shall be scheduled at the convenience of the department so as to maintain proper firefighting capabilities. A Kelly Day shall consist of one full 24 hour shift. In October of each year, employees may choose to receive pay for the four Kelly days in lieu of paid time off. Effective December 21, 2013 this pay will be non-pensionable bonus pay in lieu of time off for four Kelly days. This pay shall consist of 24 hours times the employee pay rate, made on the first pay day of the months of, February, April, July and October.

Employees that selected the Kelly Day Bonus option but are temporarily assigned to 40 hour schedule on the first day of the bonus payout quarter will lose their Kelly Day Bonus payment for that quarter. If the employee is returned to the 24 hour schedule during that same quarter they will be granted a Kelly Day off with pay in lieu of the bonus payment.

New employees or employees transferred from a 40 hour week to a 24 hour shift shall receive one-Kelly day off with pay in each quarter worked.

Article 12: Insurance Program

- A. Health Benefits. The City will extend to all employee groups the same health insurance program(s) available to all full-time City Employees. For those participating in the City plan, the City will pay 80% of the health insurance premium of the lowest cost plan offered by the City. The employee will pay 20% of health insurance costs of the lowest cost health insurance plan offered by the City and additional costs of any other health plan the employee group selects.

Participation in the health insurance program is optional with each employee.
- B. The City agrees to provide basic group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand. The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.
- C. If any insurance carrier insuring the risk pays any dividend or refund in any manner, the sum shall be deposited to the Self Insurance Fund for Health Account, for the purpose of defraying health insurance costs in future years.

Article 13 Injury Leave

- A. The employee shall report injuries in accordance with the Wichita Fire Department Administration Manual or the City of Wichita Personnel Manual for Airport Police and Fire Division, whichever policy is applicable to the employee. The employee is expected to report injuries in a timely manner.

- B. In the event the union president or the WFRA Secretary suffers an injury that is covered by this agreement will be eligible for a 24-hour light duty assignment in order to conduct legitimate union or association business.

Basic Injury Leave

- A. After appointment to Firefighter or Airport Police and Fire Officer, the City will pay benefits to the injured employee over and above the authorized Workers' Compensation benefits sufficient to allow the employee to receive up to the amount of the employee's current take home pay during the first 90 days of disability.
- B. Employees rendered physically unable to work as a result of an injury sustained during the performance of routine duties will qualify for Basic Injury Leave. Routine duties are defined as work not peculiar to firefighting, including, but not limited to: maintaining City property and equipment, completing assigned tasks associated with station duties, physical fitness activities, as well as other normal business or station duties that do not involve an emergency.
- C. After 90 consecutive days, Basic Injury leave will cease and the employee will be paid according to the terms in the Workers' Compensation Act until released to return to work. The employee will use accrued sick leave and/or vacation leave as needed above the Workers' Compensation benefit to allow the employee to receive a full paycheck.
- D. The City shall reserve the right to have the employee examined by the physician of its choice, at the expense of the City. The employee maintains the right of getting a second opinion, at the expense of the employer pursuant to the Workers' Compensation Act of the State of Kansas.

Fire Injury Leave

- A. Fire Injury Leave – if a full time employee suffers, while on duty, (1) any injury peculiar to firefighting/Airport Police and Fire Division work or (2) any injury while performing a function peculiar to firefighting work or Airport Police and Fire work which causes the employee to be unable to perform the employee's duties, the employee shall continue to be paid by the City on the same basis as before the injury with full benefits and no deduction from any accumulated leave or overtime accumulation during the time the employee is unable to perform duties due to the result of the injury, but no longer than one (1) year from the date of initial injury.
- B. For the purpose of this agreement, work and functions peculiar to firefighting is defined as: activities associated with the responding to an emergency call, operating during an emergency event or returning from an emergency call.

Employees rendered physically unable to perform duties as a result of engaging in those activities defined as peculiar to firefighting will qualify for Fire Injury Leave. Training activities designed to simulate emergency situations and conditions due to environmental and time sensitive conditions may qualify if such activities are pre-approved and pre-qualified, in writing, by fire management.

- C. At any time during the period for which continuing compensation is required by this provision, the employing public entity may order, at the expense of that entity, physical or medical examinations of the injured person to determine the degree of disability. During this period of disability, the injured person shall not be employed in any other manner with or without monetary compensation.

Any person who is employed in violation of this paragraph forfeits the continuing compensation provided by this provision from the time such employment begins. Such employee is also liable for the reimbursement of all prior compensation received as well as any legal action that may be applicable. Any salary compensation due from any type of insurance which may be carried by the city shall revert to the city during the time for which continuing compensation is paid by this provision. This does not include any insurance benefits carried by the Fire Relief Association.

- D. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to the administrative analysis and diagnosis of the injury reporting by the attending physician. However, if a recurring leave relating to a previous injury is required after one year (365 days) from the date of release by the physician and return to work; such leave will be treated as a new injury case.
- E. Both parties recognize that, under the provisions of KSA 44-505(d), the City could potentially be relieved of responsibilities for workers compensation benefits under the state Workers' Compensation Act. If the City no longer has a statutory obligation to provide Workers' Compensation benefits under the terms of KSA 44-505(d), then this Article shall be reopened for negotiations.

Article 14: Leaves of Absence Without Pay

- A. Eligibility. A department director may grant leaves of absence without pay of up to thirty (30) calendar days. Leaves of absence will be granted unless the granting of the leave of absence would create an undue hardship in the department. Leave of absence without pay will not be granted until all vacation leave has been exhausted.
- B. Requesting Leave of Absence Without Pay. Requests for leave for personal reasons shall be submitted in writing to the division head or department director, stating reasons for the request, the date the leave shall begin, and the probable date of return.
- C. The City and the Union agree to comply with the provisions of the federally directed Family and Medical Leave Act. The exact provisions will follow those outlined in the City's Human Resources Policy Manual.

Article 15: Time Off for Union Business

- A. The city recognizes the need for employees to be off on official Union business leave. Permission for such leave must be authorized by the department director. The department director with the aid of the division head should determine if such leave will be granted. Time off will be granted, unless by so granting the division or division's personnel strength will be materially affected in responding to emergency calls.
- B. Time off for Union business is to be by an approved "Union Shift Exchange" as provided in this Article. Union shift exchanges shall not affect the regular shift exchange time allowed to be traded, provided the Union has given one (1) work shift's written notice of such leave request to the department director through channels. Failure to comply with the notification provision will result in denial of approved Union leave. The Union agrees that in making their request for time off for Union activities, due consideration shall be given to the qualifications of employees affected in order that there shall be no disruption of the City's operations due to lack of available qualified personnel.
- C. Employee Grievance Board Members and for employees engaged in grievance hearings will be paid by the city when scheduled to work the day of the hearing(s). Employee representatives will be paid by the City when attending Labor Management Committee meetings when meetings are scheduled when the employee is working the day of the meeting.
- D. The negotiating representatives of the bargaining unit will be paid by the City as necessary for the sole purpose of negotiations as approved by the department director. This time will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus.
- E. The right to grant leaves for Union business is the right of the management. Management will decide if a leave should or should not be granted, predicated on the provisions set forth in this Article.
- F. The Union shall be allowed time for a group orientation for recruit firefighters pursuant to Article 24, paragraph (N) of this memorandum.
- F. Members of the Executive Board for IAFF Local 135, who are city employees, and on duty shall be allowed a reasonable time to attend the regular monthly Union meeting. Anyone attending these meetings while on duty will be subject to recall to duty if needed by the Fire Department. A list of the Executive Board members will be provided to the Fire Chief/Airport Police and Fire Chief every six months (6) or when a change in the list may occur. The Chief will

also be given written notice at least fifteen days in advance of such meetings. The release of Airport Police and Fire personnel is subject to the approval of the Airport Police and Fire Chief.

Article 16: Vacation Leave

- A. Upon appointment to the position of Firefighter, an employee will earn vacation benefits.
- B. Vacation leave will be earned on hours in pay status exclusive of nonscheduled overtime and will be calculated at the time the payroll is processed.
- C. Base hours for computing vacation leave are 2080 per year for 40 hour per week employees. For employees working a 24 hour schedule, vacation is computed on 2912 hours which includes scheduled overtime.
- D. The rate at which vacation leave is earned is determined by the start work date, benefit date, or adjusted start work date. Employees with prior creditable service are eligible to earn vacation leave based on their adjusted start work date after completion of two years continuous service from the date of rehire.
- E. Vacation leave for Wichita Fire Department and Airport Police and Fire 40 hour per week employees is earned at the following rate:

<u>Years of Service</u>	<u>Hours of Vacation per Hours in Pay Status</u>	<u>(8 hour Days) Days per year</u>
Less than 5	.0461	12
5	.0500	13
7	.0538	14
8	.0576	15
9	.0615	16
10	.0653	17
12	.0692	18
14	.0730	19
16	.0769	20
18	.0807	21
20	.0846	22
25	.0962	25

- F. Vacation leave for Wichita Fire Department 24 hour employees is earned at the following rate:

<u>Years of Service</u>	<u>Hours of Vacation per Hours in Pay Status</u>	<u>(12 hour Days) Days per year</u>
Less than 5	.0412	10
5	.0453	11
7	.0494	12
8	.0535	13
9	.0576	14
10	.0618	15
12	.0659	16
14	.0700	17
16	.0741	18
18	.0782	19
20	.0824	20
25	.0947	23

Vacation leave for Airport Police and Fire employees who work a 24 hour shift is accrued at approximately the following rate:

<u>Years of Service</u>	<u>12 hour Days Days per year</u>	<u>17 hours Days (Effective 12-21-13) Days per year</u>
Less than 5	10	10
5, 6, 7, 8, 9	15	15
10, 11, 12, 13, 14	17	17
15	18	18
16, 17, 18	20	20
20	21	21
21	24	24
22 or more	25	25

- G. Vacation leave may not be taken in advance of vacation leave earned nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary period and have been removed from probationary status. Employees with a twelve-month probationary period must have satisfactorily completed six months of service before being eligible to take vacation or be paid for terminal vacation.
- H. An employee who goes on military leave for extended active duty, resigns, or is terminated, will be paid for any unused vacation leave. The last day an employee works is the termination date except for employees retiring under the Wichita Police and Fire Retirement System. In the event of an employee's death, any vacation pay due will be paid. Employees must complete their probationary appointment (or six months satisfactorily service for those employees on a 12 month probationary period) to be eligible to receive terminal vacation pay.
- I. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the paycheck stub.
- J. Employees who have retired under either retirement system and who are re-employed will not receive credit for any prior service toward longevity vacation. The date of re-employment will serve as the date for computing longevity vacation.
- K. Forty (40) hour per week employees are allowed to accumulate and carry forward each year 240 hours of vacation leave. Twenty four (24) hour employees are allowed to accumulate and carry forward each year 360 hours of vacation leave. Employees will be required to use or lose vacation earned in excess of 240 hours (360) before the end of the last period in which their anniversary date occurs.
- L. It is the intent of the parties to reflect in this Article the vacation policy of the City as it applies to the unit as of the signing of this agreement.

Article 17: Sick Leave

- A. **Accrual.** Firefighter Recruits are not eligible to accrue sick leave benefits. Upon appointment to the position of Firefighter, employees shall accrue sick leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six through year fifteen of creditable service, sick leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 1.167 days per month (14 days per year). Effective December 21, 2013 an accrual day for Airport Safety personnel will be 17 hours.

Employees with prior creditable service are eligible to accrue sick leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

- B. **Sick leave use.** Sick leave may be used for personal illness, off-the-job injury, and immediate family illness. Immediate family illness includes maternity or paternity leave and enforced quarantine.

1. Personal Illness. When taking sick leave for personal illness the employee is to notify the supervisor by phone or messenger prior to scheduled time to report to duty. Confirmation by a doctor of the illness or injury may be required as per department policy or at the direction of the Fire Chief/Airport Police and Fire Chief.

It is the employee's responsibility to keep their supervisor informed of progress of the illness or injury and an estimated return to duty date.

2. Immediate Family Illness. Sick leave may be used for members of the employee's immediate family. Immediate family is defined as spouse, children (including step children), parents, and any relative living in the employee's home. Family members not mentioned are excluded. In no event may the employee charge more than 48 hours (72 hours for 24 hour employees) per payroll year for dependent illness.

3. Enforced quarantine in accordance with community health regulations.

- C. Payment. A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick leave for other than probationary employees is in accordance with established policies. The accumulation of sick leave is unlimited.

- D. When an employee has been on sick leave for 20 consecutive days, the City may require the employee to be examined by a physician it designates. The City may require an employee to provide a doctor's certificate anytime if sick leave abuse is suspected.

- E. Well Day. Effective the 2011 payroll, year an additional day of pay (8 hours for 40 hour, 5 days per week employees, or 10 hours for 40 hour, 4 days per week employees and 24 hours for 24 hour shift employees) shall be granted to an employee who has completed the payroll year as a full-time employee, and who has not used more than 24 hours (for a 40 hour employee) or 36 hours (for a 24 hour employee) of sick leave in the preceding payroll year. Any employee who completed the previous payroll as a fulltime employee and who did not use any sick leave during the payroll year will receive one additional day of pay 8 hours or 10 hours for 40 hour week employees and 24 hours for 24 hour employees. Well day pay is granted the second pay period following the completion of payroll year.

- F. The Union and the City will comply with Federal Laws related to pregnancy.

Article 18: Emergency Leave

- A. Eligibility. In the event of a death in an employee's immediate family, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days (48 hours for 24 hour employees) within the two week period immediately following the death of an immediate family member for the purpose of attending the funeral. Immediate family member is defined as an employee's spouse, children, step-children, parents, stepparents, state approved foster child, or any relative living in the employee's home. For the death of a father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, daughter-in-law or son-in-law, the employee may be allowed a leave of absence up to a maximum of three (3) work days (36 hours for 24 hour employees) to be taken within a two week period immediately following the death of any of these persons. This leave must be approved by the department director and is not charged against any leave accumulation.

- B. Reporting Emergency Leave. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

Article 19: Holidays

- A. Employees of the City of Wichita and represented by the Union, shall receive holidays with pay for all legal holidays observed by the City. The City has adopted the federal long weekend plan and observes Martin Luther King Jr. birthday holiday on the third (3rd) Monday in January; President's Day on the third (3rd) Monday in February. Memorial Day will be observed on the last Monday in May.

- B. Legal Holidays Observed.

New Years Day
Martin Luther King Jr. Birthday
Presidents Day

Labor Day
Veterans Day
Thanksgiving Day

Memorial Day
Independence Day
Personal Holiday *

Day after Thanksgiving
Christmas Day

* Personal holiday will be individually scheduled by the Department Director. Personal holiday may not be taken until completion of six months of service.

C. Working on Holidays.

1. If an employee on an 8 hour shift is required to work on a holiday, the employee will be paid time and one-half for the hours worked, in addition to 8 hours holiday pay.
2. An employee on a 24 hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 12 hours times the equivalent hourly rate of the employee's salary.
3. Effective December 24, 2011 an Airport Safety employee on a 24-hour shift will receive, in addition to regular pay for time worked, an amount of pay equal to 17 hours times the equivalent hourly rate of the employee's salary.

D. Holiday Pay Disallowed.

1. When an employee does not comply with a request to work a holiday.
2. When employee is not in pay status for the entire working day preceding and for the entire working day following the holiday.

E. Holidays While on Leave for Employees Working a 40 hour Work Week. Holidays that occur during an approved leave of absence with pay, except injury leave, are not charged as days of leave taken for employees working a 40 hour work week.

F. Additional Holidays. When an additional non-working day is declared by the City Manager, such non-working day shall be treated in accordance with the policy governing holidays.

G. In lieu of the two additional days of vacation granted the 40 hour per week employees, 24 hour employees shall be granted 12 hours of additional pay on the first pay day in the months of April and October at the regular rate of pay. This provision does not apply to Airport Police and Fire Division.

H. Holidays Falling on Non-Work Days. When a legal holiday falls on the first non-work day (Employee's Saturday) the preceding work day shall be observed; and when the holiday falls on the second non-work day (employee's Sunday) the following work day shall be observed, unless otherwise directed by the City Manager.

Article 20: Seniority-Departmental

Layoffs. In the event that a reduction in force becomes necessary due to phase-out of a program, reduction in funds, or other similar reason, the following procedures will apply:

- A. The Department Director will identify the specific number and type of job classifications to be reduced.
- B. The Department Director will then select employees in those job classifications who are to be laid off.
- C. Employees will be selected by the Department Director on the basis of both total seniority and all annual performance ratings.
- D. The list of job classifications and names of employees selected will then be submitted to the Human Resources Director. The Human Resources Director will obtain the approval of the City Manager prior to layoff.
- E. An attempt will be made to provide employees selected for layoff with at least two weeks advance notice.

- F. An employee who is laid off and who has previously occupied a lower position can displace or "bump" an employee in the lower position with less seniority. If the employee elects to accept the lower position (optional) rather than being laid off, the employee's salary will be kept at the current level or the last step of the lower range.
- G. Recall of employees shall be limited to the department from which they were laid off. Laid off employees will be placed on a recall list for eighteen months following layoff and are required to keep Human Resources informed of their current address. Recall shall be in reverse order of layoff (i.e., the first employee laid off will be the last to be recalled). If an employee is recalled after six months on layoff, the employee may be required to pass the entrance level Firefighter physical agility examination, and the physical examination so long as the Firefighter is not penalized on the physical examination for past job related injuries or diseases that originally occurred during the Firefighter's prior employment with the City. No new employees shall be hired until all those laid off that are on the recall list have been called back to work. Call back shall be initiated by registered letter from Human Resources to the employee's last known address with fourteen calendar days permitted for response. Employees laid off while in recruit or probationary status have no rights to recall.
- H. The Fire Administration shall maintain and make available an updated seniority roster at all times. The Local shall be allowed to print two such rosters per year. Any objections to the seniority list shall be reported to the Department Director.

Article 21: Probation

- A. Length of Probation. The probationary period shall be 12 months for new employees. The probationary period begins upon appointment to Firefighter, the first pay period following completion of recruit training.
- B. An employee may be released at any time during recruit training or the employee's probationary period.

Article 22: No Strike-Lockout

- A. The Union shall not participate in any strike, in accordance with the State Law, K.S.A. 75-4333 (c) (5). The State Law defines "strike" as meaning an action taken for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.
- B. The City shall not institute, authorize, cause, aid, ratify or condone any action to provoke interruption of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing employees into relinquishing rights guaranteed under the law.

Article 23: Grievance Procedure

- A. A grievance is defined as any dispute between the unit or members of the unit and Department Director or representatives concerning the terms of this Agreement or working conditions.
- B. A work day, for the purposes of computing the time requirements of this grievance procedure, shall be a normal 8 hour shift, Monday through Friday. In computing the period of time, the day of the act or event shall not be included. The designated time period begins the following work day.
- C. Any grievance as defined by Section A of this Article shall be settled in the following manner:
 - 1. The grievance shall be taken in writing to the employee's immediate supervisor outside the bargaining unit within ten (10) work days of receipt of the official written notification of the discipline imposed. The immediate supervisor will render a decision within ten (10) work days. Copies of the supervisor's decision will be sent to the employee, the I.A.F.F. President, and the Employee Relations Officer.
 - 2. Should the grievance not be resolved satisfactorily by the immediate supervisor, the employee and/or the Union Representative may take the grievance to the Division Director. The employee and/or Union Representative must initiate the grievance in writing to the Division Director within ten (10) work days from the date of decision of the immediate supervisor. The grievant may have a Union Representative present any

time the Division Director interviews the grievant. The Division Director will render a decision within ten (10) work days to the grievant in writing.

3. Should the grievance not be resolved satisfactorily by the Division Director the employee and/or Union Representatives may take the grievance to the Department Director. The employee and/or Union Representative must initiate the grievance in writing to the Department Director within ten (10) work days from the decision of the Division Director. The grievant may have a Union Representative present at any time the Department Director interviews the grievant. The Department Director will render a decision within fifteen (15) work days to the grievant.
4. Should the grievance not be resolved satisfactorily by the Department Director, the employee may, within ten (10) work days of the completion of step 3, appeal the grievance, in writing to the Employee Relations Officer.
5. The Employee Relations Officer shall, within fifteen (15) work days after the receipt of the appeal, contact the I.A.F.F., the employee, and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the I.A.F.F., and to the Human Resources Director.

If the grievant is not satisfied with the findings of the Employee Relations Officer, he/she may request a hearing before the Grievance Board. The request must be submitted to the Employee Relations Officer within ten (10) work days following receipt of the Employee Relations Officer's response.

Employees requesting a Grievance Board shall exchange witness and exhibit lists one week prior to the scheduled hearing. Upon request, the parties will provide copies of any exhibit not already in the possession of, or otherwise unavailable to that party.

6. The Employee Relations Officer shall:
 - a. convene the Grievance Board as soon as practical and,
 - b. request of the Departmental Director a letter to the Employee Relations Officer setting forth the specific reasons for the decision and the action.
7. The Grievance Board shall consist of the following individuals:
 - (1) Two persons appointed by the IAFF
 - (2) Two persons appointed by the Fire Chief.
 - (3) A third person, who shall act as chairperson, and who shall be selected from a panel provided by the FMCS.

Within fifteen (15) working days of the request for a Grievance Board Hearing, the parties shall jointly and in writing, petition the Federal Mediation and Conciliation Service (FMCS) to submit a list of the names of five (5) competent and available arbitrators, from which the parties shall select the neutral chairperson. If a panel provided by the FMCS is unacceptable to either side, a new panel may be requested by the side rejecting the panel within five (5) working days of the receipt of the rejected panel. Each side may exercise its right to reject only once per grievance. Within ten (10) working days after receiving such a list, the IAFF President and an official of the City, or their respective designees, shall alternately strike one (1) name from said list, until only one (1) name remains, and the person whose name remains on said list shall become the neutral Chairperson. The order of striking names shall be determined by the toss of a coin.

In all hearings conducted before the Grievance Board, the Administrative Rules of Evidence shall apply.

All Grievance Board Hearings shall be conducted within sixty (60) days of the selection of the Chairperson, unless the Grievance Board has granted a continuance. In any event, all Grievance Board Hearings must be conducted within one hundred twenty (120) days of the request for a Grievance Board Hearing.

All fees, costs and expenses of the Chairperson shall be shared equally by the City and the Union.

The City will bear the cost of Union Representatives serving on the grievance board when the board members are on duty. The Employee Relations Officer shall handle all correspondence related to the hearing, and establish the location, time and date of the hearing. The Board shall draw the necessary rules and regulations to conduct the hearing. Rules and regulations of the Board shall provide for the grievant and the City to have the right to:

- present evidence supporting their position.
- call witnesses.
- cross examine witnesses.
- be represented by counsel at the hearing.

Proceedings shall be recorded. Rules drawn by the Board shall be approved by the Union and management. Witness/employees are obliged to appear before the Board during their regularly scheduled working hours when directed to do so by the Board. The Employee Relations Officer shall act as secretary to the Board during the hearing.

8. The Board shall make written findings of the fact which shall be included in the Board's recommendation and shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing. If the Board, on any issue of fact, cannot issue a finding, the City Manager shall make an investigation. If the City Manager desires more information about any of the facts, a request shall be made of the Board, who shall hold additional hearings if necessary, and deliver all requested information to the City Manager. The City Manager shall render a decision within ten (10) work days of the City Manager's receipt of the Board's recommendation. The decision of the City Manager shall be final.
9. An employee who desires to file a grievance concerning termination of employment shall do so by filing a written grievance following procedure beginning at paragraph four of this Article.
10. The burden of proof is on the grievant except for discipline cases where the employer has the burden of proof for just cause. All steps of the grievance procedure shall be adhered to by all parties in good faith and pursuant to the prescribed time frames set out in the grievance procedure unless mutually agreed by the parties.
11. In the event the employer does not respond to the time frames set forth, the grievance may be appealed by the employee or Union automatically to the next step of the grievance procedure.
12. In the event the employee or Union fails to appeal a grievance within the time frames set forth, the matter shall be considered resolved and not subject to further processing under the grievance procedure.
13. A grievance filed on behalf of the entire Union membership may commence at step 2 of the grievance procedure.
14. The parties agree that the Department will notify the Union at least 24 hours prior to meeting with any grievant except in case of an emergency.
15. Grievances related to injury leave start at the third step in the grievance process.

Article 24: Miscellaneous Provisions

- A. Beginning the second calendar year, Firefighters will provide their own fatigue uniforms and will be reimbursed on the last payday of the year. The reimbursement is by cash allowance in the amount \$650. Allowance paid during the second year of employment will be prorated to the employee's commission date, and paid on the last payday of the second year. This does not apply to Airport Police and Fire Division.

Cash reimbursement will be paid for all succeeding years on the last payday of each year. This uniform allowance will be prorated in the event of mid-year termination.

It will be the employee's responsibility to replace the fatigue uniform items as needed. The City shall furnish to employees all equipment in order for the employee to adequately and safely perform the job as determined by the Fire Chief.

- B. Bulletin Boards. The City shall provide space on presently existing bulletin boards for the Union to post notices pertaining to Union business. With the exception of the posting of the notice of a meeting, the minutes of a meeting, or agendas, all other postings must be approved in advance by the Battalion Chief or above.
- C. When an employee is requested to, and voluntarily agrees to, use the employee's automobile while in employment with the City, the employee shall be paid for miles driven on the job in accordance with the City's administrative policies and regulations governing reimbursements.
- D. The City shall reimburse or furnish all safety devices which, by virtue of the employee's employment with the City, the employee is required to possess. If the employee, through willful negligence or abuse, destroys, damages or loses such equipment, uniforms, etc., they shall be replaced at the employee's expense, or the employee may be subject to disciplinary action.
- E. The City shall reimburse bargaining unit members for their EMT/MICT Recertification fee upon presentation of a receipt of payment.
- F. There shall be created a Safety Advisory Committee comprised of six members, three appointed from management and three from the Union. The Committee shall advise the Department Director as to job safety problems and make appropriate recommendations. This Committee will be guided, but not limited, by the following principles:
1. Review all investigative data allowable under that law into each accident, death or injury to determine the fundamental causes.
 2. Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
 3. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures, at least once every 18 months.
 4. Recommend changes or additions to protective equipment, protective apparel or devices for elimination of hazards of fire fighting.
 5. Promote and participate in the safety program through department meetings.
 6. Make recommendations for the correction of unsafe or harmful working conditions.
 7. Review and analyze all reports of accidents, deaths, injuries and fire-related illnesses. Investigate causes and recommend rules and procedures for the promotion of health and safety of all Fire Department personnel.

The Committee shall have the right to make its findings and recommendations public, except those coming under Article 24, Section F (1), which can be released only for statistical purposes, or pursuant to proper discovery through the courts.

- G. Jury Duty.
1. Upon receipt of an order requiring the employee to report for Jury Duty, the order will be shown to immediate supervisor.
 2. Fees received by an employee for Jury Duty will be turned in to the City Treasurer's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on Jury Duty. Employees are to report to duty on scheduled duty days after being released from jury duty.
 3. An employee is not required to return money received for Jury Duty or subpoenaed witness when performed on a regular day off, or on vacation leave.
- H. Maintenance. Realizing that the Professional Firefighters duties are primarily prevention of fires, training, and responding to emergency calls, both parties recognize and agree that the Firefighter may be required during the normal

work day to perform routine general maintenance and routine general refurbish duties pertaining to the firehouse facility and yard. It is the intent of management to be reasonable in its requirements pertaining to these incidental duties.

It is also understood that the Firefighter will do any item of work that must be done immediately in an emergency situation and then only as a temporary method to avoid additional loss of property or life. Except for these emergency situations, the City will at all times provide proper equipment under the circumstances involved.

The City assumes any liability associated with the completion of emergency work, maintenance or refurbishment work by the Firefighter, which is performed in good faith.

- I. Shift Exchange. In general, shift exchange policy shall be interpreted as liberally as possible under the law, provided there shall be no exchange during drill and exchange shall be with a person of equal rank and job qualifications. No shift exchange shall create any overtime pay liability.

Airport Police and Fire Division will continue to use established shift exchange policies.

- J. Anytime an employee is transported from the station where the employee reported at the beginning of the duty day to another station, the employee shall be returned to the station at which the employee initially reported for duty prior to the end of the duty shift.

- K. Vehicle Insurance. The City shall provide legal representation for each employee covered by this Agreement who is responsible for the operation of City vehicles or equipment. Any legal representation shall be provided by or through the City's legal staff or outside council retained by the City at no expense to the employee.

- L. Educational Leave. Educational leaves of absence without pay may be granted to an employee not to exceed 12 months. Course work shall be related to a fire career. Requests shall be submitted to the Department Director in writing, and must be approved by the City Manager on the basis of presently-existing policy.

- M. The Union shall be provided with written notification of all changes in the Wichita Fire Department policy before said policies go into effect where practical.

- N. Group Orientation. During the course of training in recruit classes, Fire recruits will be advised of the representative status of the Employee Organization. In addition, a fact sheet prepared by the Employee Organization and approved by the Department Director, which describes the goals and objectives, voluntary nature of membership, procedures for making and revoking allotments for the payment of Employee Organization dues, the procedures for processing grievances, and the coverage and scope of this agreement may be provided. Such information shall not be presented in a way that could be construed critical of the City or in a way that indicates that membership in the Employee Organization is mandatory. The Employee Organization shall be allowed up to one hour and a half (1 1/2 hr) with each recruit class to distribute copies of the fact sheet and this Agreement, and to discuss organizational goals, policies, procedures and this Agreement. There shall be no direct solicitation of membership in the Employee Organization at group orientations.

- O. Communications. The City shall provide space in each division, and/or stations for the Union to place a communications book for information pertaining to Union business.

- 1. Union related mail shall be distributed through regular Fire Department inter-office mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.
 - 2. The Union shall be allowed to use the Fire Department E-mail system for the purpose of distributing Union related memos and information. There shall be no expectation of privacy and the City may discipline any employee in conjunction with misuse of E-mails.

- P. Court Appearance.

- 1. Employees required to appear or be ready to appear for a job related deposition, trial or other legal proceedings in their official capacity shall be compensated as if they are on duty. Any witness fees or pay received from the court will be turned over to the City Treasurer's Office.
 - 2. The City shall provide legal representation to Fire Department personnel in accordance with K.S.A. 75-6101 et seq. and City Code 2.62.100 et seq.

3. Employees involved in a personal court case, either as a plaintiff, defendant or subpoenaed as a witness, may be granted leave, but the time taken off must be charged to either vacation leave or to leave without pay.
4. On receipt of an order requiring an employee to make a court appearance or attend a deposition, arrangements must be made by the employee with the employee's supervisor to get permission to comply with order.
5. If an employee is required to appear or be ready to appear in a criminal matter as a witness for a government, information relating to discipline and any pending investigations of allegations of discrimination and/ or lack for truthfulness will be disclosed to the prosecutor. The prosecutor may be required to disclose the information to the criminal defendant or the defendant's attorney. The information may be used by the criminal defendant to impeach the employee who testifies. Due to the risk that impeachment may have a significant adverse affect on a criminal prosecution, no employee who has been disciplined for any form of discriminatory behavior, including harassment, or who has been found to have been untruthful in any internal investigation or in any way related to their employment, can be assigned to positions in investigations or arson.

- Q. Daily Staffing. The Union and the City agree that firefighter safety is of utmost importance in the performance of the duties of the Department. It is also recognized that the effectiveness of emergency response is dependent upon the number of firefighters committed to the mitigation of the community emergencies within the scope of the Wichita Fire Department strategic plan. Therefore, to ensure safety and effectiveness, the daily recommended staffing level for the City of Wichita shall be a minimum of 117 emergency response personnel.

Emergency response personnel are positions require to respond for the proper mitigation of an emergency incident including:, Battalion Chief, Safety Officer, Captain, Lieutenant, Firefighter and other twenty-four hour emergency response personnel. Furthermore, it is understood that the minimum staff or apparatus will be maintained at Engine/Quint/Truck-three persons, and Squads- two persons. Fire Stations operating with one Engine or Quint unit permanently assigned to a one unit station location will be maintained with four personnel.

Unavoidable factors such as unscheduled leave, sick leave or personal vacation leave may result in daily staffing levels exceeding or falling below the level of 117 during the course of a duty shift. Nothing in this Article or Agreement shall be interpreted as requiring certain minimum staffing levels, requiring the assignment of specific personnel or removing the sole authority of management to determine staffing levels. Hiring off duty personnel to achieve daily staffing levels is not considered emergency call back as outlined in Article 7,G.

- R. Parties agree that all promotional lists for the ranks of Captain and below will be posted.

The Chief, or his/her designee, will meet with any member of the Bargaining Unit who were passed over promotion, at their request, within 30 calendar days, excluding leave. This provision is not subject to grievance.

Article 25: Savings Clause

If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Article 26: Criminal Charges

Any employee who has been charged with a crime and suspended without pay and who has subsequently been absolved of the charges, shall receive any back pay which may be due within 30 days after the employee provides the City with a verified statement of unemployment compensation paid by the State, which amount shall be deducted from any back pay due.

Article 27: Exclusions

It is expressly understood that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the City of Wichita.

Article 28: Disciplinary Action

- A. Employees may only be disciplined for just cause. In any grievance procedure challenging discipline, the employer bears the burden of proof.
- B. At any meeting between an employee and his/her supervisor in which there is discipline to be imposed, said employee, at his/her request, shall be entitled to the presence of a Union Representative during meeting and discussion.
- C. In determining the appropriate disciplinary action to be taken in a given case, the employer may not rely upon any suspension of the employee in question which occurred more than 36 months prior to the alleged or suspected cause for discipline; and, any other form of discipline which occurred more than 36 months prior to the events in question may not be relied upon in any manner in determining the appropriate discipline.
- D. Employees, charged with alleged violations requiring an appearance before the Accident Review Board (ARB), would have any discipline deferred until they appear before the ARB, unless the employee waives his/her right to appear before the ARB. The Union President or his/her appointee shall be an observer on the Accident Review Board. The observer will be ex-officio and shall have neither a voice nor a vote.
- E. Whenever an employee is asked to place his signature upon any document or report for disciplinary action, it is understood that said employee is merely acknowledging receipt of said document and does not indicate whether the employee agrees or disagrees with the document, report or disciplinary action.
- F. Employees receiving discipline in the form of unpaid suspension shall have the option of forfeiting up to 80 hours of accrued paid vacation days for 40 hour employees or 120 hours of accrued paid vacation days for 24 hour employees.

Article 29: Substance Testing

All bargaining unit members are subject to drug and alcohol testing as set forth in DOT regulations as amended by the Federal Government except only 10% of the bargaining unit members may be tested on an annual basis.

Article 30: Arson Investigators, Swat Medics and Airport Police and Fire: Equipment

Section 1. Practice ammunition.

- (a) The City shall make available, at its expense, 600 rounds of ammunition each year for each employee covered by this Agreement who is required regularly to carry a weapon in the line of duty, for use by employees desiring to improve or maintain proficiency with their weapons.
- (b) The City shall provide 600 rounds of rifle ammunition and an additional 600 rounds of handgun ammunition for each member of the rifle team.

Section 2. Firing range.

The firing range shall be open and available in accordance with department procedure for those who desire to become more proficient with their weapons. The parties agree that all employees are encouraged to practice.

Section 3. Body Armor

The City shall provide and maintain body armor for all members who are required to carry a gun as part of their job assignment. This body armor shall be replaced per the manufacturer's recommendations.

Article 31: Duration and Termination

This Agreement shall take effect **upon approval by the City Council** of the City of Wichita. This Agreement shall continue in full force and effect until December 13, 2019. By mutual agreement between the parties, any provisions of this Agreement may be opened for change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

IN WITNESS WHEREOF, THE CITY and THE UNION have hereunto set their hands this _____

FOR THE CITY OF WICHITA

FOR THE LOCAL 135 IAFF

Robert Layton, City Manager

Matt Schulte, Union President

Jeff Longwell, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Sublett, City Clerk

Jennifer Magana, Director of Law

2017 Salary Ranges (effective at the beginning of the next payroll starting after contract ratification by the City Council)																
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Firefighter (40 Hour)	20,5116	21,0244	21,5499	22,0687	22,6409	23,2069	23,7870	24,3817	24,9912	25,6161	26,2565	26,9129	27,5857	28,2754	28,9822	
Lieutenant (40 Hour)	22,6698	23,2365	23,8173	24,4127	25,0231	25,6486	26,2899	26,9472	27,6208	28,3113	29,0191	29,7446	30,4883	31,2504	32,0316	
Captain (40 Hour)	25,1351	25,7634	26,4075	27,0676	27,7443	28,4380	29,1489	29,8776	30,6246	31,3902	32,1750	32,9793	33,8038	34,6489	35,5150	
2018 Salary Ranges (23 December 2017)																
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Firefighter (40 Hour)	20,9218	21,4448	21,9809	22,5305	23,0937	23,6710	24,2628	24,8693	25,4911	26,1284	26,7816	27,4511	28,1374	28,8409	29,5618	
Lieutenant (40 Hour)	23,1231	23,7012	24,2937	24,9010	25,5235	26,1616	26,8157	27,4861	28,1732	28,8775	29,5995	30,3395	31,0980	31,8754	32,6723	
Captain (40 Hour)	25,6378	26,2787	26,9356	27,6089	28,2992	29,0067	29,7319	30,4752	31,2371	32,0180	32,8185	33,6389	34,4799	35,3418	36,2253	
2019 Salary Ranges (22 December 2018)																
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Firefighter (40 Hour)	21,1310	21,6593	22,2007	22,7558	23,3246	23,9077	24,5054	25,1180	25,7460	26,3897	27,0494	27,7256	28,4188	29,1293	30,3008	
Lieutenant (40 Hour)	23,3544	23,9382	24,5366	25,1500	25,7787	26,4232	27,0839	27,7610	28,4549	29,1663	29,8955	30,6429	31,4090	32,1942	33,4891	
Captain (40 Hour)	25,8941	26,5414	27,2050	27,8850	28,5822	29,2968	30,0292	30,7799	31,5495	32,3382	33,1466	33,9753	34,8247	35,6953	37,1310	

2017 Salary Ranges (effective at the beginning of the next payroll starting after contract ratification by the City Council)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
Firefighter (24 Hour)	14,651	15,013	15,392	15,776	16,172	16,576	16,987	17,415	17,859	18,292	18,754	19,234	19,704	20,197	20,701
Lieutenant (24 Hour)	16,192	16,594	17,012	17,437	17,873	18,305	18,785	19,280	19,791	20,224	20,729	21,246	21,772	22,317	22,879
Captain (24 Hour)	17,956	18,402	18,862	19,340	19,817	20,312	20,826	21,342	21,874	22,425	22,982	23,556	24,146	24,749	25,367

2018 Salary Ranges (23 December 2017)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
Firefighter (24 Hour)	14,941	15,317	15,707	16,093	16,495	16,900	17,305	17,738	18,200	18,631	19,129	19,679	20,092	20,606	21,156
Lieutenant (24 Hour)	16,516	16,924	17,327	17,785	18,211	18,669	19,154	19,629	20,127	20,629	21,142	21,671	22,128	22,761	23,373
Captain (24 Hour)	18,312	18,770	19,239	19,720	20,213	20,719	21,231	21,760	22,312	22,869	23,447	24,027	24,625	25,241	25,872

2019 Salary Ranges (22 December 2018)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
Firefighter (24 Hour)	15,093	15,470	15,877	16,254	16,604	17,070	17,503	17,945	18,390	18,847	19,321	19,804	20,292	20,806	21,643
Lieutenant (24 Hour)	16,681	17,097	17,526	17,964	18,413	18,873	19,345	19,823	20,320	20,831	21,359	21,878	22,439	22,958	23,920
Captain (24 Hour)	18,495	18,952	19,421	19,919	20,419	20,926	21,494	21,987	22,533	23,096	23,671	24,260	24,878	25,496	26,521

WFD Vacation accrual									
Hours Per Pay Check					Hours Per Pay Check				
40 Hr	Yrs. Service	8Hr Days	Hrly Rate	80	12Hr Day	Hrly Rate	96	120	
	Less than 5	12	0.0461	3.688	10	0.0412	3.9552	4.944	
	5	13	0.05	4	11	0.0453	4.3488	5.436	
	7	14	0.0538	4.304	12	0.0494	4.7424	5.928	
	8	15	0.0576	4.608	13	0.0535	5.136	6.42	
	9	16	0.0615	4.92	14	0.0576	5.5296	6.912	
	10	17	0.0653	5.224	15	0.0618	5.9328	7.416	
	12	18	0.0692	5.536	16	0.0659	6.3264	7.908	
	14	19	0.073	5.84	17	0.07	6.72	8.4	
	16	20	0.0769	6.152	18	0.0741	7.1136	8.892	
	18	21	0.0807	6.456	19	0.0782	7.5072	9.384	
	20	22	0.0846	6.768	20	0.0824	7.9104	9.888	
	25	25	0.0962	7.696	23	0.0947	9.0912	11.364	

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Water Treatment Process Determination and Preliminary Design of a Northwest Water Treatment Facility (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the contract and authorize the necessary signatures.

Background: A Business Case Evaluation and Value for Money Analysis were completed as part of the Utilities Optimization Phase 1 project. These evaluations identified construction of a Northwest Water Treatment Facility (NWWTF) to be the most prudent option at this time in lieu of the major rehabilitation needed at the existing Main Water Treatment Facility (MWTF). This is due in large part to risk and financial factors. On November 21, 2017, the City Council gave direction to pursue financing through Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) funding. The City previously submitted in 2017 and was not selected. As part of an EPA debriefing on August 23, 2017, certain information was identified as needed for a future letter of interest (LOI). Consulting services are recommended at this time to provide this information for the LOI, including development of a more definitive project.

A Request for Proposal (RFP) was published November 29, 2017, and proposals were received on December 18, 2017. Submittals were received from teams led by Burns & McDonnell, CH2M, and Garver. Interviews were held on December 28, 2017. The primary requirement of the RFP was to provide the most relevant information needed for a WIFIA LOI submittal prior to the anticipated due date. The Burns & McDonnell proposal was selected as the best team based on combined experience with WIFIA, with water treatment process determinations, project approach, and ability to meet the goal of a successful LOI.

Analysis: The proposed contract between the City and Burns & McDonnell provides for determination of a water treatment process that will allow flexibility in the source water; for a review of the capacity of the current proposed site for a NWWTF; and for preliminary designs (3%-5%) and layout of a NWWTF with related assets. Once the EPA has issued a Notice of Funding Availability, the contract provides for Burns & McDonnell to provide the information needed for a WIFIA LOI by March 26, 2018 and to write a LOI for submittal by the due date established by the EPA.

No further efforts toward additional levels of design or construction for a NWWTF will commence without City Council approval.

Financial Considerations: The total not to exceed cost of the contract is \$555,631. The first step in the contract would cost \$484,097 to provide information about the optimal water treatment process and site layout for the new facility. A second step to develop the LOI accounts for the remaining \$71,534 of the proposed contract. It would only be initiated after an EPA Notice of Funding Availability has been issued for the 2018 WIFIA program. Funding is available in the Water Utility operating budget.

Legal Considerations: The contract has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment: Contract with Burns & McDonnell.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

PROCESS DEFINITION AND PRELIMINARY DESIGN OF A NEW NORTHWEST WATER TREATMENT
FACILITY AND RELATED ASSETS

THIS AGREEMENT, made this _____ day of February, 2018, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to perform;

**PROCESS DEFINITION AND PRELIMINARY DESIGN OF A NEW NORTHWEST WATER
TREATMENT FACILITY AND RELATED ASSETS (FP740074)**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against damages and losses for injuries to persons or third-party property caused by negligent errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed as set forth in Exhibit A, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible, in accordance with the standard of care described below, for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, will be performed with reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard of care, ENGINEER will perform at its own cost, and without reimbursement from CITY, the professional engineering services necessary to correct errors and omissions caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project. This obligation may be effective as a mitigation of damages, but will not otherwise affect the CITY's recourse to other remedies available at law, or the time periods applicable thereto.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, and its employees in the performance of the professional services rendered under this agreement. Such professional liability policy of insurance shall be in an amount of \$500,000.00 per claim and in the aggregate. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be as stated below:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each accident..

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others caused by a negligent act or omission of ENGINEER or employees in the performance of the professional services under this agreement. The liability limit shall be \$500,000.00 per occurrence and in the aggregate for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any service under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated

Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the not to exceed fee amount specified below:

TOTAL \$555,631.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor, shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.
- I. Neither party hereunder shall be liable for any punitive or consequential damages for breach of contract under this agreement. For the purposes of this provision, consequential damages shall include, but are not limited to lost profits, lost tax revenue or other similar losses which are not direct out-of-pocket costs incurred by a party.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, City Attorney and Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

Ron Coker

Ron Coker, P.E., Senior Vice President

EXHIBIT “A”

SCOPE OF SERVICES

PROCESS DEFINITION AND PRELIMINARY DESIGN OF A NEW NORTHWEST WATER TREATMENT FACILITY AND RELATED ASSETS

The purpose of the project is to define the treatment process, evaluate the suitability of the existing site at 21st and Hoover, and perform conceptual design for a new Northwest Water Treatment Facility and feasibility for obtaining off site power and utility service. The Project includes preparation of a Letter of Interest (LOI) for the purpose of securing WIFIA funding for the construction of the Project. The ENGINEER will furnish engineering services as required for the development of conceptual design to support development of the LOI.

The following is intended to be the detailed scope of services for the project:

SCOPE OF SERVICES

1.0 Project Management and Initiation (\$44,271)

- 1.1 Establish vision and goals for the project.
- 1.2 Communicate goals to project team.
- 1.3 Track and report major decisions and action items for the project.
- 1.4 Track and report communication, schedule, and budget status.
- 1.5 Monthly progress reporting.
- 1.6 Quality control throughout the duration of the project.

2.0 Phase 1a

2.1 Process Selection (\$92,354)

- A. Review water quality goals and identify treatment process alternatives.
- B. Evaluate treatment process alternatives including, disinfection methods and preferred chemical application with City staff.
- C. Review process alternatives with City staff and identify complete process trains with City staff. (Workshop #1).
- D. Deliverables:
 - i. Technical memorandum stating the raw water quality used as the basis of design, the City’s finished water treatment goals, and available processes for meeting the treatment goals.
 - ii. Technical memorandum describing potential complete treatment process trains.
 - iii. Opinion of probable cost for identified treatment processes. Opinion of probable cost shall include total capital cost, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.

2.2 Site Evaluation (\$193,933)

- A. Review needs for non-treatment process items with City, such as storage quantities, administration areas, maintenance areas material laydown areas, site access, residuals handling and security buffers.
- B. Identify permit requirements for the Project.
- C. Prepare process flow diagrams (PFDs) and site general arrangement for treatment process equipment for existing site.
- D. Conduct a preliminary Environmental Site Evaluation.

- E. Gather other information to confirm capability of current proposed site, including completion of site suitability assessments.
- F. Generate criteria necessary for opinion of probable cost development for existing site.
- G. Perform planning level raw water and finished water transmission analysis. Analysis will include using the existing raw water and finished water distribution system hydraulic models to determine preferred locations for water delivery, major modifications to existing infrastructure, and potential pipeline routing.
- H. Perform a utility availability analysis for power supply and natural gas and develop an opinion of probable cost for providing requisite site utilities.
- I. Prepare opinion of probable cost for the selected process, site development power supply, utilities, storm water management and raw and finished water transmission.
- J. Develop project risk register for completion of project at existing site.
- K. Conduct site suitability review with City staff (Workshop #2)
- L. Deliverables:
 - i. Preliminary Environmental Assessment report.
 - ii. Technical memorandum summarizing raw water transmission options associated with existing site. . Memorandum shall include potential pipe routes (if necessary), additional infrastructure required to meet flow and pressure requirements for the new treatment facilities, easements needed, permitting requirements, pipe material types, pipe sizes, and critical crossings (if necessary).
 - iii. Technical memorandum summarizing finished water transmission options associated with existing site. Memorandum shall include potential pipe routes (if necessary), additional infrastructure required to meet flow and pressure requirements, easements needed, permitting requirements, pipe material types, pipe sizes, and critical crossings (if necessary).
 - iv. Technical memorandum listing and summarizing permits associated with project completion at the existing site.
 - v. Technical memorandum summarizing power supply analysis. Memorandum shall include transmission routes, indication of redundant feed sources, necessary easements and permitting requirements.
 - vi. Technical memorandum summarizing other utility needs including natural gas, storm sewer, and sanitary sewer.
 - vii. Prepare revised Opinion of probable cost estimates for final site layout. Opinion of cost shall include opinion of probable cost for the full project with appropriate contingency, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.

2.3 Draft Document Preparation (\$20,000)

- A. Assemble documents prepared in Phase 1a and submit to City.
- B. Review relevant documents and, in concert with City staff, select Phase 1b or Phase 2a.

The scope below anticipates moving into Phase 1b as stated in the RFP. If the City proceeds with acquisition of an alternate site, ENGINEER understands that a Phase 2 supplemental design agreement will be negotiated.

3.0 Phase 1b

3.1 Preliminary Design (\$93,539)

- A. Prepare PFDs, hydraulic profiles and identify major process equipment for selected processes on the 21st and Hoover site.
- B. Evaluate waste stream considerations for selected process.

- C. Refine general arrangement layouts for treatment process and other related requirements including such as off-site pipelines, power supply, pump stations, etc. Site plans shall indicate approximate location and routing of raw and finished water pipelines, identify space and functions of multi-level structures, and identify where and how the site will receive other utility services.
 - D. Update opinion of probable cost for the proposed Project.
 - E. Conduct project review with City Staff (Workshop #3)
 - F. Prepare a Waste Stream Summary and to be submitted to KDHE for review. Submit to KDHE, respond to KDHE's questions and comments, and revise Waste Stream Summary as necessary.
 - G. Deliverables
 - i. General arrangement drawings to include, site plans, PFDs, hydraulic profile, approximate probable off-site pipe routing.
 - ii. Updated Opinion of Probable Cost. Cost opinion shall include opinion of probable cost for the full project, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.
 - iii. Waste Stream Summary to include descriptions of process waste, domestic waste, and laboratory waste generated by the project; legal descriptions of anticipated waste stream points of discharge, and; approximate volumes/flow rates of all waste streams.
- 3.2 LOI Predevelopment Activities (\$40,000)
- A. Define Project Schedule and the deliverables required at each milestone to support the LOI and, as necessary, the full WIFIA application.
 - B. Collect relevant data and reference documents required for the WIFIA LOI package.
 - C. Perform Gap Analysis for LOI Supporting Documentation and recommend what, if any, additional supporting information should be developed in addition to the Preliminary Design Tasks.
 - D. Develop Risk Evaluation and Mitigation Plan. In close collaboration with City Public Works and Utilities, Engineering and City Finance Departments, identify project risks (and mitigation strategies) and permitting requirements (such as Federal, State, and Local Permit requirements).
 - E. Develop summary of Site Analysis and Preliminary Environmental Site Evaluation including associated risks and potential mitigation based on results of the Site Evaluation completed as part of Phase 1a.
- 3.3 LOI Development (\$71,534) The following tasks will be completed following receipt of the WIFIA NOFA.
- A. Assist in collaboration with Stakeholders including, but not limited to, the USEPA, KDHE, and City Offices and Staff.
 - i. Coordinate and attend pre-LOI submittal meeting with USEPA's Water Infrastructure and Resiliency Finance Center to clarify project requirements, assess documentation gaps, and establish the path forward towards meeting WIFIA LOI requirements.
 - ii. Provide documentation and assist in gaining support from Wichita's Mayor and City Council.
 - iii. Assist the City with compiling supporting information and facilitate meetings with KDHE requesting a project approval letter from KDHE.
 - iv. Develop a Public Involvement Plan for subsequent phases of the project.
 - B. Complete WIFIA Letter of Interest
 - i. Develop all required documentation for WIFIA Letter of Interest including coordination of required signatures, approvals, and certifications.

- ii. Submit Draft LOI for City Review and Approval
 - iii. Incorporate City comments and finalize LOI
 - iv. Submit Final LOI to EPA
 - v. Respond and provide clarification for any USEPA questions following submission.
- C. Deliverables:
- i. Project schedule;
 - ii. Project Plan
 - iii. Operations and Maintenance Plan.
 - iv. Financing Plan summarizing the project proforma as prepared by City staff.
 - v. WIFIA Letter of Interest with relevant attachments
 - a. Project Organizational Structure;
 - b. Public Involvement Plan;
 - c. Location map;
 - d. 3 years of audited financial statements provided by City staff;
 - e. Financial Pro Forma as prepared by City Staff; and
 - f. Permitting Status technical memorandum.

4.0 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

RESPONSIBILITIES OF CITY

- 1.0 Attend all meetings and workshops.
- 2.0 Provide all data requested by ENGINEER.
- 3.0 Provide access for ENGINEER to existing infrastructure and accompany ENGINEER as necessary.
- 4.0 Review and comment on all draft technical memoranda.
- 5.0 Approve the final reports and technical memoranda.

TIME OF SERVICE BASED ON A NOTICE TO PROCEED BY January 23, 2018

- 1.0 Project management and quality control throughout the duration of the project.

2.0 Phase 1a

- 2.1 Process Selection complete by January 29, 2018.
- 2.2 Site Evaluation complete by February 12, 2018.
- 2.3 Draft documents ready for CITY review by February 15, 2018.
- 2.4 Decision to move forward with Phase 1b or 2a by February 19, 2018.
- 2.5 Waste Stream Summary prepared for City review by April 16, 2018.

3.0 Phase 1b

- 3.1 Preliminary Design activities complete by March 26, 2018.
- 3.2 WIFIA LOI complete by March 26, 2018. (To be adjusted based on NOFA date)

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled,

terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT “A”

SCOPE OF SERVICES

PROCESS DEFINITION AND PRELIMINARY DESIGN OF A NEW NORTHWEST WATER TREATMENT FACILITY AND RELATED ASSETS

The purpose of the project is to define the treatment process, evaluate the suitability of the existing site at 21st and Hoover, and perform conceptual design for a new Northwest Water Treatment Facility and feasibility for obtaining off site power and utility service. The Project includes preparation of a Letter of Interest (LOI) for the purpose of securing WIFIA funding for the construction of the Project. The ENGINEER will furnish engineering services as required for the development of conceptual design to support development of the LOI.

The following is intended to be the detailed scope of services for the project:

SCOPE OF SERVICES

1.0 Project Management and Initiation (\$44,271)

- 1.1 Establish vision and goals for the project.
- 1.2 Communicate goals to project team.
- 1.3 Track and report major decisions and action items for the project.
- 1.4 Track and report communication, schedule, and budget status.
- 1.5 Monthly progress reporting.
- 1.6 Quality control throughout the duration of the project.

2.0 Phase 1a

2.1 Process Selection (\$92,354)

- A. Review water quality goals and identify treatment process alternatives.
- B. Evaluate treatment process alternatives including, disinfection methods and preferred chemical application with City staff.
- C. Review process alternatives with City staff and identify complete process trains with City staff. (Workshop #1).
- D. Deliverables:
 - i. Technical memorandum stating the raw water quality used as the basis of design, the City’s finished water treatment goals, and available processes for meeting the treatment goals.
 - ii. Technical memorandum describing potential complete treatment process trains.
 - iii. Opinion of probable cost for identified treatment processes. Opinion of probable cost shall include total capital cost, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.

2.2 Site Evaluation (\$193,933)

- A. Review needs for non-treatment process items with City, such as storage quantities, administration areas, maintenance areas material laydown areas, site access, residuals handling and security buffers.
- B. Identify permit requirements for the Project.
- C. Prepare process flow diagrams (PFDs) and site general arrangement for treatment process equipment for existing site.
- D. Conduct a preliminary Environmental Site Evaluation.

- E. Gather other information to confirm capability of current proposed site, including completion of site suitability assessments.
- F. Generate criteria necessary for opinion of probable cost development for existing site.
- G. Perform planning level raw water and finished water transmission analysis. Analysis will include using the existing raw water and finished water distribution system hydraulic models to determine preferred locations for water delivery, major modifications to existing infrastructure, and potential pipeline routing.
- H. Perform a utility availability analysis for power supply and natural gas and develop an opinion of probable cost for providing requisite site utilities.
- I. Prepare opinion of probable cost for the selected process, site development power supply, utilities, storm water management and raw and finished water transmission.
- J. Develop project risk register for completion of project at existing site.
- K. Conduct site suitability review with City staff (Workshop #2)
- L. Deliverables:
 - i. Preliminary Environmental Assessment report.
 - ii. Technical memorandum summarizing raw water transmission options associated with existing site. . Memorandum shall include potential pipe routes (if necessary), additional infrastructure required to meet flow and pressure requirements for the new treatment facilities, easements needed, permitting requirements, pipe material types, pipe sizes, and critical crossings (if necessary).
 - iii. Technical memorandum summarizing finished water transmission options associated with existing site. Memorandum shall include potential pipe routes (if necessary), additional infrastructure required to meet flow and pressure requirements, easements needed, permitting requirements, pipe material types, pipe sizes, and critical crossings (if necessary).
 - iv. Technical memorandum listing and summarizing permits associated with project completion at the existing site.
 - v. Technical memorandum summarizing power supply analysis. Memorandum shall include transmission routes, indication of redundant feed sources, necessary easements and permitting requirements.
 - vi. Technical memorandum summarizing other utility needs including natural gas, storm sewer, and sanitary sewer.
 - vii. Prepare revised Opinion of probable cost estimates for final site layout. Opinion of cost shall include opinion of probable cost for the full project with appropriate contingency, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.

2.3 Draft Document Preparation (\$20,000)

- A. Assemble documents prepared in Phase 1a and submit to City.
- B. Review relevant documents and, in concert with City staff, select Phase 1b or Phase 2a.

The scope below anticipates moving into Phase 1b as stated in the RFP. If the City proceeds with acquisition of an alternate site, ENGINEER understands that a Phase 2 supplemental design agreement will be negotiated.

3.0 Phase 1b

3.1 Preliminary Design (\$93,539)

- A. Prepare PFDs, hydraulic profiles and identify major process equipment for selected processes on the 21st and Hoover site.
- B. Evaluate waste stream considerations for selected process.

- C. Refine general arrangement layouts for treatment process and other related requirements including such as off-site pipelines, power supply, pump stations, etc. Site plans shall indicate approximate location and routing of raw and finished water pipelines, identify space and functions of multi-level structures, and identify where and how the site will receive other utility services.
 - D. Update opinion of probable cost for the proposed Project.
 - E. Conduct project review with City Staff (Workshop #3)
 - F. Prepare a Waste Stream Summary and to be submitted to KDHE for review. Submit to KDHE, respond to KDHE's questions and comments, and revise Waste Stream Summary as necessary.
 - G. Deliverables
 - i. General arrangement drawings to include, site plans, PFDs, hydraulic profile, approximate probable off-site pipe routing.
 - ii. Updated Opinion of Probable Cost. Cost opinion shall include opinion of probable cost for the full project, 40-year total lifecycle costs, and anticipated cost per thousand gallons of treated water at present dollar value.
 - iii. Waste Stream Summary to include descriptions of process waste, domestic waste, and laboratory waste generated by the project; legal descriptions of anticipated waste stream points of discharge, and; approximate volumes/flow rates of all waste streams.
- 3.2 LOI Predevelopment Activities (\$40,000)
- A. Define Project Schedule and the deliverables required at each milestone to support the LOI and, as necessary, the full WIFIA application.
 - B. Collect relevant data and reference documents required for the WIFIA LOI package.
 - C. Perform Gap Analysis for LOI Supporting Documentation and recommend what, if any, additional supporting information should be developed in addition to the Preliminary Design Tasks.
 - D. Develop Risk Evaluation and Mitigation Plan. In close collaboration with City Public Works and Utilities, Engineering and City Finance Departments, identify project risks (and mitigation strategies) and permitting requirements (such as Federal, State, and Local Permit requirements).
 - E. Develop summary of Site Analysis and Preliminary Environmental Site Evaluation including associated risks and potential mitigation based on results of the Site Evaluation completed as part of Phase 1a.
- 3.3 LOI Development (\$71,534) The following tasks will be completed following receipt of the WIFIA NOFA.
- A. Assist in collaboration with Stakeholders including, but not limited to, the USEPA, KDHE, and City Offices and Staff.
 - i. Coordinate and attend pre-LOI submittal meeting with USEPA's Water Infrastructure and Resiliency Finance Center to clarify project requirements, assess documentation gaps, and establish the path forward towards meeting WIFIA LOI requirements.
 - ii. Provide documentation and assist in gaining support from Wichita's Mayor and City Council.
 - iii. Assist the City with compiling supporting information and facilitate meetings with KDHE requesting a project approval letter from KDHE.
 - iv. Develop a Public Involvement Plan for subsequent phases of the project.
 - B. Complete WIFIA Letter of Interest
 - i. Develop all required documentation for WIFIA Letter of Interest including coordination of required signatures, approvals, and certifications.

- ii. Submit Draft LOI for City Review and Approval
- iii. Incorporate City comments and finalize LOI
- iv. Submit Final LOI to EPA
- v. Respond and provide clarification for any USEPA questions following submission.
- C. Deliverables:
 - i. Project schedule;
 - ii. Project Plan
 - iii. Operations and Maintenance Plan.
 - iv. Financing Plan summarizing the project proforma as prepared by City staff.
 - v. WIFIA Letter of Interest with relevant attachments
 - a. Project Organizational Structure;
 - b. Public Involvement Plan;
 - c. Location map;
 - d. 3 years of audited financial statements provided by City staff;
 - e. Financial Pro Forma as prepared by City Staff; and
 - f. Permitting Status technical memorandum.

4.0 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

RESPONSIBILITIES OF CITY

- 1.0 Attend all meetings and workshops.
- 2.0 Provide all data requested by ENGINEER.
- 3.0 Provide access for ENGINEER to existing infrastructure and accompany ENGINEER as necessary.
- 4.0 Review and comment on all draft technical memoranda.
- 5.0 Approve the final reports and technical memoranda.

TIME OF SERVICE BASED ON A NOTICE TO PROCEED BY January 23, 2018

- 1.0 Project management and quality control throughout the duration of the project.

2.0 Phase 1a

- 2.1 Process Selection complete by January 29, 2018.
- 2.2 Site Evaluation complete by February 12, 2018.
- 2.3 Draft documents ready for CITY review by February 15, 2018.
- 2.4 Decision to move forward with Phase 1b or 2a by February 19, 2018.
- 2.5 Waste Stream Summary prepared for City review by April 16, 2018.

3.0 Phase 1b

- 3.1 Preliminary Design activities complete by March 26, 2018.
- 3.2 WIFIA LOI complete by March 26, 2018. (To be adjusted based on NOFA date)

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Ordinance Amending Sections 3.11.115 of the Code of the City of Wichita Pertaining to Times for Community Events

INITIATED BY: Division of Arts & Cultural Service

AGENDA: New Business

Recommendation: Declare a public emergency, pass the ordinance on first reading and authorize all necessary signatures.

Background: Section 3.11.115 establishes the times at which community event activities must cease. Entertainment at community events must cease at 11:00 p.m. Sunday through Thursday and midnight on Friday and Saturday. The first rounds of the NCAA tournament will be held in Wichita, March 15-18, 2018. Promoters of events in the downtown area have requested a process to allow planned events to be extended past the times currently set forth in the ordinance.

Analysis: The proposed amendments would allow the City Council to approve an application for extended hours for events occurring within the Downtown Core Area. This area is defined as the area from Central on the North, Washington on the East, Kellogg on the South and Seneca on the West.

Section 2.04.360 allows an ordinance to be passed upon one reading with a Declaration of Emergency being approved by the City Council. Such declaration must be in the interest of the City and essential in connection with the passage of an appropriate ordinance or other action of the City Council. Such request shall be approved by a majority (four) of the City Council.

To allow sufficient time for applications to be reviewed by Cultural Arts staff and resolutions extending hours to be approved by the City Council, a Declaration of Emergency has been prepared to allow passage of the ordinance on first reading. State law no longer requires an ordinance to have two readings, Section 2.04.370 of the Code of the City of Wichita does require two readings unless a Declaration of Emergency is approved.

Financial Considerations: None.

Legal Considerations: The ordinance has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council declare an emergency, pass the ordinance on first reading and authorize all necessary signatures.

Attachments: Declaration of Emergency and Ordinance

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Jeff Longwell, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, February 6, 2018 of an ordinance entitled:

ORDINANCE NO.

AMENDMENTS TO SECTION 3.11.11 OF THE CODE OF THE CITY OF WICHITA, KANSAS,
PERTAINING TO TIMES FOR COMMUNITY EVENTS

The general nature of such public emergency lies in the need to pass and publish this ordinance to allow time for applications for extended hours for community events to be reviewed by the City Council for events occurring in conjunction with the NCAA Basketball Tournament, March 15-18, 2018 to be held at Intrust Bank Arena.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this day of February 6, 2018.

MAYOR OF THE CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

Jennifer Magana, City Attorney

OCA _____

First Published in *The Wichita Eagle* on February 9, 2018

Clean

01/31/18

ORDINANCE NO. 50-670

AN ORDINANCE AMENDING SECTION 3.11.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO HOURS OF OPERATION FOR COMMUNITY EVENTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1: Section 3.11.155 of the Code of the City of Wichita is hereby amended to read as follows:

“Hours of operation for community events.

Outdoor entertainment for events licensed, pursuant to this Chapter, shall cease between the hours of 11:00 p.m. to 8:00 a.m. Sunday through Thursday and midnight to 8:00 a.m. on Friday and Saturday.

The provisions of this section shall not apply to fun runs, roadway foot races, fundraising walks, bikeathons, bike races or similar type events scheduled between 8:00 a.m. on December 31st through 12:00 midnight on January 1st of any year, subject to appropriate staff review.

The time limitations set forth in this section may be waived by a Resolution approved by the City Council for events occurring within the Downtown Core Area. For the purposes of this section, Downtown Core Area is defined as that area of the City of

Wichita bounded by Central on the North, Washington on the East, Seneca on the West and Kellogg on the South. Such Resolution will set forth the specific times approved for any such community event.”

SECTION 2. The original of Section 3.11.155 of the Code of the City of Wichita is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 6th day of February, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magaña
City Attorney and Director of Law

OCA _____

First Published in *The Wichita Eagle* on _____

Delineated

01/31/18

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.11.155 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO HOURS OF OPERATION FOR COMMUNITY EVENTS.

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Wichita bounded by Central on the North, Washington on the East, Seneca on the West and Kellogg on the South. Such Resolution will set forth the specific times approved for any such community event.”

SECTION 2. The original of Section 3.11.155 of the Code of the City of Wichita is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer L. Magaña
City Attorney and Director of Law

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Resolution Establishing the Order of Succession as Mayor of the City of Wichita

INITIATED BY: City Council

AGENDA: City Council Members' Agenda

Recommendation: Approve the Resolution establishing the order of succession as Mayor of the City of Wichita.

Background: Section 2.04.032 of the Code of the City of Wichita allows the City Council to designate, from the membership of the City Council, members to serve as Mayor in the absence of the Mayor or Vice Mayor.

Analysis: The proposed Resolution will dictate the order of succession as Mayor of the City in the absence of the Mayor or Vice Mayor.

Financial Considerations: None.

Legal Considerations: The Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution.

Attachment: Resolution.

RESOLUTION NO. 18-

A RESOLUTION ESTABLISHING THE ORDER OF SUCCESSION AS MAYOR OF THE CITY OF WICHITA, KANSAS, IN THE ABSENCE FROM THE CITY OF THE MAYOR AND THE VICE MAYOR.

WHEREAS, Section 2.04.032 of the City Code provides that the City Council is to designate from the membership thereof, members to serve as Mayor in the absence from the City of the Mayor, Vice Mayor, or other Council Members:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WICHITA, KANSAS:

SECTION 1. That the order of succession as Mayor of the City of Wichita, Kansas, in the absence there from of the Mayor and the Vice Mayor or other Council Member shall be:

Council Member Pete Meitzner
Council Member Jeff Blubaugh
Council Member James Clendenin
Council Member Brandon Johnson
Council Member Cindy Claycomb

SECTION 2. This Resolution shall be in force and effect after its due passage.

ADOPTED at Wichita, Kansas, this 6th day of February, 2018.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer L. Magaña
City Attorney and Director of Law

CMBS FOR FEBRUARY 6, 2018:

New

Joseph Hemmelgarn
Joseph Hemmelgarn

2018

Wichita State University
Wichita State University

Consumption on Premises

1845 Fairmont, Eck Stadium
1845 Fairmont, Koch Arena

Renew

Will Liedtke
Erica Torres
Alejandro Castro

2018

Bricktown Brewery
El Rancho
Alejandros Mexican Food, LLC.

Consumption on Premises

2142 N. Tyler Road
1601 E. Pawnee
1212 S. Rock Road

Renew

Jamie Dietrich
Rupan Kanti Dev
Dianne Galliher
Joe Miller
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Kevin Schemm
Victoria Padilla
Victoria Padilla
Victoria Padilla

2018

Casey's General Store #3312
Red Rock/American Eagle
Walgreens #06362
Walgreens #05770
Dillons #12
Dillons #16
Dillons #20
Dillons #33
Dillons #34
Dillons #56
Dillons #65
Dillons #66
Dillons #72
Dillons #81
Dillons #89
Dillons #91
Dillons #92
Dillons #249
Walmart #4321
Walmart #3492
Walmart #1099

Consumption off Premises

3540 S. Meridian
6330 E. 21st St. N.
333 W. 13th St. N.
3150 S. Seneca St.
9450 E. Harry St.
8828 W. 13th St.
7707 E. Central
4747 S. Broadway
3932 W. 13th St.
3707 Woodlawn
3211 S. Seneca
2244 N. Rock Road Ct.
10515 W. Central
13415 W. Maple
1910 W. 21st St. North
3020 E. Douglas Ave.
640 N. West St.
2212 N. Maize Rd.
5475 N. Meridian Ave.
1411 East Kellogg
501 E. Pawnee St.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 6, 2018**

- a. East Bank Ark River Multi-Use path from Lincoln to Gander Mountain (west of Broadway, south of Douglas) (472-85303/707119/211567) Traffic to be maintained during construction using flagpersons and barricades. (District I,III) - \$750,000.00
- b. 2018 Sidewalk Maintenance (north of 63rd Street South, east of 151st Street West) (472-85428/707134/211577) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$400,000.00
- c. Douglas & Sheridan Sanitary Sewer Relocation (south of Douglas, west of West Street) (468-85244/622516/667005) Traffic to be maintained during construction using flagpersons and barricades. (District) - \$205,000.00
- d. Paving and Incidental Drainage for 14th Street North, 15th Street North, and New York Street (west of Hydraulic, north of 13th Street North) (472-85396/092602/092701/707135/--) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$653,900.00
- e. 2018 Sanitary Sewer Reconstruction Phase 1 (north of Kellogg, east of Meridian) (468-85281/628101/668050) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$57,000.00
- f. Douglas Ave./BNSF Railroad Underpass Improvements (Douglas, east of Broadway) (472-85399/707130/211564) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI) - \$2,100,000.00

PRELIMINARY ESTIMATE of the cost of:

East Bank Ark River Multi-Use Path from Lincoln to Gander Mountain
(west of Broadway, south of Douglas)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS-PAVING-GROUP 1		
1	Removal of Existing Structures	1 LS
2	Site Clearing	1 LS
3	Site Restoration	1 LS
4	Fill, Compacted (95% Density)	73 cy
5	Excavation	2,230 cy
MEASURED QUANTITY BID ITEMS-PAVING-GROUP 1		
6	Retaining Wall Removed	97 lf
7	Retaining Wall	800 sff
8	Pavement Removed	231 sy
9	Concrete Sidewalk Protection Curb	1,373 lf
10	Concrete Sidewalk 5"	27,210 sf
11	Crushed Rock Base 6", Reinforced	175 sy
12	Concrete Pavement 6"	22 sy
13	Concrete Pavement (VG) 8" (Reinf)	71 sy
MEASURED QUANTITY BID ITEMS-DRAINAGE-GROUP 1		
14	Concrete Flume	43 lf
15	Pipe, End Section 15"	1 ea
16	Pipe, End Section 24"	1 ea
17	Pipe, SWS 15"	37 lf
18	Pipe, SWS 24"	73 lf
19	Inlet, Drop (Double)	2 ea
20	MH Adjusted, SWS	2 ea
21	MH, Shallow SWS (4')	1 ea
LUMP SUM BID ITEMS-LANDSCAPING-GROUP 1		
22	Irrigation System Repair	1 LS
23	Landscaping	1 LS
24	Sodding (Fescue)	1 LS
25	Sodding (Buffalo)	1 LS
MEASURED QUANTITY BID ITEMS-LANDSCAPING-GROUP 1		
26	Bench	2 ea
27	Trash Receptacle	1 ea
28	Bike Rack	1 ea
29	Concrete Sidewalk 5" (colored)	1,104 sf
30	Turndown Curb	77 lf
31	Limestone Blocks (Seating) DO NOT BID	0 tn
32	Tree Removed, Small	9 ea
33	Tree Removed, Large	10 ea
MEASURED QUANTITY BID ITEMS-EROSION CONTROL BMPs-GROUP 1		
34	BMP, Drop Inlet Protection	2 ea
35	BMP, Erosion Control Mat	4,411 sy
LUMP SUM BID ITEMS-LIGHTING-GROUP 1		
36	Lighting (Philips Gardco)	1 LS
MEASURED QUANTITY BID ITEMS-LANDSCAPING-GROUP 1		
37	Limestone Bench	5 ea
38	Limestone Boulders-R1	4 ea
39	Limestone Boulders-R2	1 ea
40	Limestone Boulders-R3	2 ea
LUMP SUM BID ITEMS-LIGHTING-GROUP 2-ADD ALTERNATE 1		
41	Lighting Upgrade (Deco Lighting)	1 LS

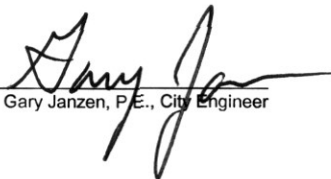
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost**\$750,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

To be Bid:

January 12, 2018

PRELIMINARY ESTIMATE of the cost of:

2018 Sidewalk Maintenance

(north of 63rd Street South, east of 151st Street West)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS

1	4" Sidewalk Repair	18,000	sf
2	5" Sidewalk Repair	1,000	sf
3	6" Sidewalk Repair	1,500	sf
4	8" Sidewalk Repair	600	sf
5	4" Colored Concrete Repair	250	sf
6	6" Colored Concrete Repair	100	sf
7	8" Colored Concrete Repair	100	sf
8	Protection Curb (6" wide, up to 8" high)	150	lf
9	Brick Paver Repair	250	sf
10	WCR Constr w/ Det. Warn.	50	ea
11	Comb. Curb & Gutter Repair	250	lf
12	Concr Removal & Site Restoration	250	sf
13	Asphalt Repair	5	tn
14	Deeter Curb Drain	2	ea

Construction Subtotal

Engineering & Inspection
Advertising
Postage

Total Estimated Cost\$400,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211577 (707134) 472-85428

Page _____

EXHIBIT _____

To be Bid: January 12, 2018

PRELIMINARY ESTIMATE of the cost of:Douglas & Sheridan Sanitary Sewer Relocation
(south of Douglas, west of West)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**LUMP SUM BID ITEMS-SANITARY SEWER**

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Sodding	1	LS
4	Removal of Existing Structures	1	LS
5	Temporary Fence	1	LS

MEASURED QUANTITY BID ITEMS-SANITARY SEWER

6	Pipe, SS 8" (PVC)	1,199	lf
7	MH, Shallow SS (4')	2	ea
8	MH, Standard SS (4')	2	ea
9	MH, Standard SS (6') (Lined) (Dog House Style)	1	ea
10	Fill, Sand (Flushed and Vibrated)	130	lf
11	Service Reconnection, Sewer (4")	1	ea

LUMP SUM BID ITEMS-LANDSCAPING

12	Sodding (Buffalo)	1	LS
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MEASURED QUANTITY BID ITEMS-LANDSCAPING

13	Tree Removed, Large	2	ea
14	Tree Removed, Small	2	ea
15	Tree Protection	4	ea

MEASURED QUANTITY BID ITEMS-PAVING

16	Concrete Pavement Removed and Replaced	28	sy
17	Concrete Drive Removed and Replaced	20	sy
18	Asphalt Parking Lot Pavement Removed and Replaced	27	sy
19	Concrete Curb, Mono Edge, Removed & Replaced	15	ft
20	Sidewalk Removed & Replaced	7	sy
21	AC Pavement, 6" (Temporary)	50	sy

MEASURED QUANTITY BID ITEMS-EROSION CONTROL BMPs

22	BMP, Curb Inlet Protection	2	ea
23	BMP, Back of Curb Protection	100	lf

LUMP SUM BID ITEMS-SANITARY SEWER

24	Dewatering	1	LS
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Construction SubtotalDesign Fee
Engineering & Inspection
Administration
Publication
Water Dept
Service Line Relocation**Total Estimated Cost****\$205,000.00**CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Sworn to and subscribed before me this _____
(DATE)

 Gary Janzen, P.E., City Engineer

City Clerk

PRELIMINARY ESTIMATE of the cost of:

Paving and Incidental Drainage for 14th St N, 15th St N, and New York St

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS-PAVING (092602)		
1	Site Clearing	1 LS
2	Site Restoration	1 LS
3	Excavation	2,851 cy
MEASURED QUANTITY BID ITEMS-PAVING (092602)		
4	Pavement Removed	290 sy
5	Concrete C & G, Type 1 (6" & 1-1/2")	2,664 lf
6	Concrete Curb, Mono Edge (6" & 1-1/2")	185 lf
7	Concrete Driveway 6"	199 sy
8	Concrete Sidewalk Protection Curb	57 lf
9	Concrete Sidewalk 4"	8,421 sf
10	Wheelchair Ramp w/ Detectable Warning	6 ea
11	Crushed Rock Base 5", Reinforced	5,470 sy
12	Concrete Pavement 6"	4,119 sy
13	Concrete Pavement (VG) 7" (Reinf)	305 sy
14	Fence, Temporary Construction	300 lf
15	Plugging (Monitoring) Well	2 ea
MEASURED QUANTITY BID ITEMS-DRAINAGE (092602)		
16	Pipe, SWS 15"	242 lf
17	Fill, Sand (Flushed & Vibrated)	242 lf
18	Inlet Hookup	6 ea
19	Inlet Underdrain	66 lf
20	Inlet, Curb (Type 1) (L=5' W=3')	2 ea
21	Inlet, Curb (Type 1) (L=5' W=3') w/ SNOUT	2 ea
22	Inlet, Curb (Type 1) (L=5' W=3') Top	2 ea
23	MH Adjusted, SWS	4 ea
24	MH Connection	2 ea
25	MH, Standard SWS (4')	1 ea
LUMP SUM BID ITEMS-TRAFFIC (092602)		
26	Traffic Control	1 LS
27	Signing, Street Name Signs Only	1 LS
LUMP SUM BID ITEMS-LANDSCAPING (092602)		
28	Sodding	1 LS
29	Seeding	1 LS
MEASURED QUANTITY BID ITEMS-LANDSCAPING (092602)		
30	Tree Removed, Small	1 ea
31	Tree Removed, Large	1 ea
MEASURED QUANTITY BID ITEMS-EROSION CONTROL BMPs (092602)		
32	BMP, Back of Curb Protection	2,412 lf
33	BMP, Curb Inlet Protection	8 ea
34	BMP, Construction Entrance	2 ea
MEASURED QUANTITY BID ITEMS-SEWER (622527)		
35	MH Removed SS	1 ea
36	MH Adjusted SS (no Liner)	2 ea
37	MH Adjusted SS (with Liner)	1 ea
MEASURED QUANTITY BID ITEMS-WATER (637105)		
38	Pipe, WL 8"	936 lf
39	Pipe, WL 8" DI CL RJ	55 lf
40	Pipe, WL 8" DI CL SJ	10 lf
41	Valve Assembly, 8"	1 ea
42	Pipe, WL 4"	175 lf
43	Valve Assembly, 4"	1 ea
44	Valve Assembly, Blowoff	1 ea
45	Service Line, Short 1"	5 ea
46	Water Meter and Box Removed	4 ea
47	Valve Box Adjusted	1 ea
48	Valve Box Removed	2 ea
49	Blowoff Removed	1 ea
50	Fire Hydrant Assembly	1 ea
51	Concrete Drive Removed and Replaced	14 lf
52	Concrete Sidewalk Removed and Replaced	4 lf
53	Concrete Pavement and C&G Removed and Re	7 lf
54	Fill, Sand (Flushed & Vibrated)	79 lf

Construction Subtotal

Design Fee (092602)
 Design Fee (637105)
 Engineering & Inspection (092602)
 Engineering & Inspection (637105)
 Engineering & Inspection (622527)
 Administration (092602)
 Publication (092602)
 Right-of-Way (092602)
 Water Dept

Total Estimated Cost**\$653,900.00**

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

City Clerk

PRELIMINARY ESTIMATE of the cost of:
2018 Sanitary Sewer Reconstruction Phase 1
(north of Kellogg, east of Meridian)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

3	Pipe, SS 6" (service line)	16	lf
4	Pipe, SS 8"	253	lf
5	Pipe Removed	107	lf
6	MH Removed	1	ea
7	MH, Shallow, SS (4')	3	ea
8	Concrete Sidewalk Rem & Replaced	10	lf
9	Concrete Flume Removed & Replaced	4	lf
10	AC Pvmnt Rem & Replaced (parking lot)	52	lf
11	Service Reconnection, Sewer (4")	2	ea
12	Service Reconnection, Sewer (6")	2	ea
13	BMP, Erosion Control Mat	20	sy

Construction Subtotal

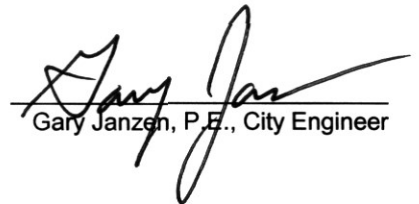
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$57,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

668050 (628101) 468-85281
Page _____

City Clerk

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:
Douglas Ave./BNSF Railroad Underpass Improvements
(Douglas, east of Broadway)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS-PAVING		
1 Mobilization	1	LS
2 Field Office and Lab (Type A)	1	LS
3 Traffic Control	1	LS
4 Transportation of Salvageable Material	1	LS
MEASURED QUANTITY BID ITEMS-PAVING		
5 Barrier Removal (Concrete)	196	lf
6 Barrier Removal (Metal)	71	lf
7 Pipe Railing Removal	124	lf
8 Flagpole & Bracket Removal	2	ea
9 Concrete Curb Removal	11	lf
10 Concrete Paving Removal 4"	45	sf
11 Concrete Banding Removal 12" wide	58	lf
12 Concrete Curb	5	lf
13 Plain Concrete Paving 4"	45	sf
14 Concrete Banding 12" wide	58	sf
15 Reinforced Concrete Pad 6"	534	sf
LUMP SUM BID ITEMS-STRUCTURAL		
16 Concrete Removal (Barrier Wall)	1	LS
MEASURED QUANTITY BID ITEMS-STRUCTURAL		
17 Concrete Beam Replacement DO NOT BID	0	lf
18 Pier Diaphragm Replacement DO NOT BID	0	ea
19 Anchor Bolt Replacement DO NOT BID	0	ea
20 Girder End Repair DO NOT BID	0	ea
21 Concrete Column Repair DO NOT BID	0	ea
22 Concrete Grade 4.0 (Barrier Rail)	34	cy
23 Reinforcing Steel (Gr. 60)(Barrier Rail)	1,269	lbs
24 Concrete Surface Repair DO NOT BID	0	sf
LUMP SUM BID ITEMS-PAINTING		
25 Steel Pier Painting	1	LS
26 Structure Cleaning (Power Washing)	1	LS
MEASURED QUANTITY BID ITEMS-PAINTING		
27 Concrete Painting	1,250	sy
28 Steel Girder Painting DO NOT BID	0	sf
MEASURED QUANTITY BID ITEMS-SPECIALITY		
29 Guardrail Type I	132	lf
30 Guardrail Type II	174	lf
31 Guardrail Type III	101	lf
32 Guardrail Type IV	29	lf
33 Light Columns (LO1)	8	ea
LUMP SUM BID ITEMS-BIRD DETERRENT		
34 Bird Trapping	1	LS
35 Offactory Bird Repellent DO NOT BID	0	LS
MEASURED QUANTITY BID ITEMS-BIRD DETERRENT		
36 Bird Netting	16,700	sf
37 Bird Wire	1,700	lf
MEASURED QUANTITY BID ITEMS-ELECTRICAL		
38 LO2 LED Cylinder Wall Wash	12	ea
39 LO3 LED Cylinder Wall Wash	66	ea
40 LO3 LED Cylinder Wall Wash (not installed)	9	ea
41 Temporary Lighting	22	ea
42 LO4 Tapelight	96	lf
43 LO4 Channel (Extrusion, Insert, Standard Lens)	96	lf
44 LO4 Drivers	6	ea
45 Wiring Through for LO4 Drivers	6	ea
46 Lighting Dimmers in Weatherproof Enclosure	2	ea
47 Junction Box (Standard)	89	ea
48 Junction Box (Large)	1	ea
49 #10 THWN/THHN Copper Wire	3,750	lf
50 #8 THWN/THHN Copper Wire	1,100	lf
51 #6 RHH/RHW Copper Wire	1,830	lf
52 1-1/2" Rigid Galvanized Steel Conduit	30	lf
53 1-1/4" Rigid Galvanized Steel Conduit	60	lf
54 1" Rigid Galvanized Steel Conduit	170	lf
55 3/4" Rigid Galvanized Steel Conduit	1,340	lf

Construction Subtotal

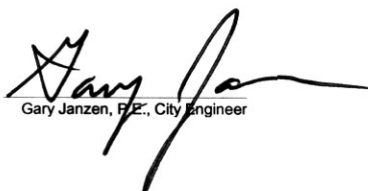
Design Fee
Engineering & Inspection
Administration
Publication
Future Phase

Total Estimated Cost

\$2,100,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Amending Resolution for Sewer Improvements to Serve Castlegate Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolution.

Background: On October 24, 2017, the City Council adopted Resolution No. 17-389 for sewer improvements to serve Castlegate Addition. A review of the resolution revealed a technical error, which should be corrected.

Analysis: The resolution listed the incorrect project description for the resolution. An amending resolution has been prepared to correct the project description. An additional review step has been added in processing to prevent errors such as this.

Financial Considerations: The project budgets remain at \$258,000 for the sewer as previously approved and are funded by 100% special assessments.

Legal Considerations: The Law Department has reviewed and approved the amending resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the amending resolution and authorize the necessary signatures.

Attachment: Amending resolution.

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 LATERAL 65, COWSKIN INTERCEPTOR SEWER–CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (468-85204).

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 17-389** of the City (the “Prior Resolution”) authorizing certain internal improvements; and

WHEREAS, **Resolution No. 17-389**, as adopted, contained a typographical error regarding the description of the project as stated in the caption as follows:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER SEWER NO. 713 – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (468-85204).

WHEREAS, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, **Resolution No. 17-389** is hereby corrected and restated as follows:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 LATERAL 65, COWSKIN INTERCEPTOR SEWER–CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (468-85204).

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$258,000**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CASTLEGATE ADDITION

**Lots 1 through 16, Block A
Lots 43 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 5, Block C
Lots 17 through 24, Block C**

UNPLATTED TRACT 'A'

The west 200.00 feet of the east 2200.00 feet of the south 217.80 feet of the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, TOGETHER with that part of said Southeast Quarter described as follows: Beginning at a point on the south line of said Southeast Quarter, 2200.00 feet west of the southeast corner of said Southeast Quarter; thence west, 10.00 feet to the intersection with the southerly extension of the east line of Reserve "C", Castlegate Addition, Wichita, Sedgwick County, Kansas; thence north along said extended east line, 217.80 feet; thence east parallel with the south line of said Southeast Quarter, 10.00 feet; thence south parallel with the east line of said Reserve "C", 217.80 feet to the point of beginning, all of the above being subject to road rights-of-way of record, TOGETHER with that part of said Southeast Quarter described as follows: Commencing at a point 2210.00 feet westerly of the southeast corner of said Southeast Quarter; thence northerly 217.80 feet for a point of beginning; thence continuing northerly along the extension of the last described course, 8.00 feet; thence easterly parallel with the south line of said Southeast Quarter, 129.58 feet; thence southerly with a deflection angle to the right of 90°00'14" from the last described course, 8.00 feet to a point 217.80 feet northerly of the south line of said Southeast Quarter as measured parallel with the east line of said Southeast Quarter; thence westerly parallel with the south line of said Southeast Quarter, 129.83 feet to the point of beginning.

UNPLATTED TRACT 'B'

That part of Lot 1, Block A, Dan Blasi Addition, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 279.00 feet; thence westerly parallel with the east segment and the west segment of the south line of said Lot 1, 160.00 feet; thence southerly parallel with the east line of said Lot 1, 111.20 feet to a point on the west segment of the south line of said Lot 1; thence easterly along the west segment of the south line of said Lot 1, 18.79 feet to a deflection corner in said south line; thence southerly along the middle segment of the south line of said Lot 1, 167.80 feet to a deflection corner in said south line; thence easterly along the east segment of the south line of said Lot 1, 141.21 feet to the point of beginning.

(d) The proposed method of assessment in on a fractional basis as set forth below:

Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay 53/2654 of the total cost of the improvements; and UNPLATTED TRACT 'A' and UNPLATTED TRACT 'B' shall each pay 2/2654 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sanitary sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$34,721.00 to be assessed as follows: Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay 34/1710 of the benefit fee; and UNPLATTED TRACT 'A' and UNPLATTED TRACT 'B' shall each pay 5/1710 of the benefit fee.**

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after **September 5, 2017**, which is 60 days before the date of **Resolution No. 17-299**, pursuant to Treasury Regulation 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Design Agreement for Improvements to Siena Lakes Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the design agreement.

Background: On December 12, 2017, the City Council approved petitions for paving, sewer and water improvements to serve Siena Lakes Addition, located south of 37th Street North, west of Hoover Road.

Analysis: The proposed design agreement between the City and Baughman Company, P.A., provides for design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company, P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

Financial Considerations: The design fee for the improvements is \$52,100. Funding is available within the existing budget, approved by the City Council on December 12, 2017, and is 100% funded by special assessments.

Legal Considerations: The design agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

Attachment: Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

SIENA LAKES ADDITION

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 90637 serving Lots 22 through 41, Block 1; Lots 4 through 9, Block 2; Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 448-90637_735589).

LATERAL 543 SOUTHWEST INTERCEPTOR SEWER serving Lots 22 through 41, Block 1; Lots 4 through 9, Block 2; Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 468-84970_744457).

STORM WATER SEWER NO. 695 serving Lots 1 through 75, Block 1; Lots 1 through 44, Block 2; Siena Lakes Addition (south of 37th Street North, west of Hoover) (Project No. 468-85053_751570).

VENICE COURT serving Lots 22 through 41, Block 1; Lots 4 through 9, Block 2; Siena Lakes Addition (south of 37th Street North, west of Hoover)) (Project No. 472-85176_766403).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Firefly Way Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.

- C. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 448 90637	\$ 5,200.00
Project No. 468 84970	\$ 9,800.00
Project No. 468 85053	\$ 15,300.00
Project No. 472 85176	<u>\$ 21,800.00</u>
TOTAL	\$ 52,100.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 2. Additional design services not covered by the scope of this Agreement.
 3. Construction staking, material testing, inspection and administration related to the project.
 4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

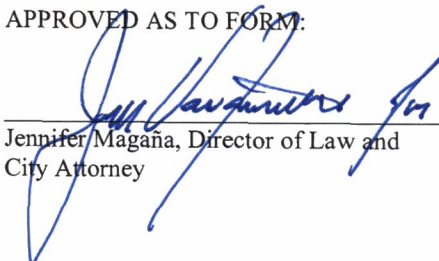
Jeff Longwell, Mayor

SEAL:

ATTEST:


Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magaña, Director of Law and
City Attorney

BAUGHMAN COMPANY, P.A.



N. Brent Wooten, P.E.
President

EXHIBIT "A"

SCOPE OF SERVICES

Siena Lakes Addition
(south of 37th Street North, west of Hoover)
(Project Nos. 448-90637; 468-84970; 468-85053; 472-85179)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.

8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient re-search for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by N/A.

Office Check Plans and an estimate for the project due by February 2018.

Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by March 2018.

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-1 of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit "A" – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- ☐ None in Project Limits ☐ In Project Limits, No Relocation Necessary
☐ Utility will need to relocate ☐ Other (please describe)

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Utility Plan Review:

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)											
Current Date	SDOT Proj. No. City Proj. No.	City Design Manager	Consultant	Date of First UDEC	Date of Second UDEC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Initial Utility Located or N/A completion	Project Proposed and Date	Proposed Utility Clear Date (Project)
2/21/2013	111111/222222	Kallman	Barber/Rogers & Boden	2/21/2013	2/21/2013			No			
				Utility needs to relocate (Y/N)	Utility in Private Government (Y/N)	Utility needs PROPOSED N/A to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date	
Westar (Distribution)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
Westar (Transmission)											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Com
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City

in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Design Agreement for Improvements to Brookfield Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the design agreement.

Background: On October 17, 2017, the City Council approved petitions for paving, sewer, water, and drainage improvements to serve Brookfield Addition, located south of 37th Street North, east of Greenwich Road.

Analysis: The proposed design agreement between the City and MKEC, provides for design of the improvements. In accordance with Administrative Regulation 1.10, MKEC, is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

Financial Considerations: The design fee for the improvements is \$163,725. Funding is available within the existing budget, approved by the City Council on October 17, 2017, and is 100% funded by special assessments.

Legal Considerations: The design agreement has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

Attachment: Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING, INC.

for

COURTYARDS AT BROOKFIELD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2018, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 90849 serving Lots 1 through 57, Block 1; Lots 1 through 21, Block 2; Lots 1 through 9, Block 3; Courtyards at Brookfield Addition (south of 37th Street North, east of Greenwich) (Project No. 448-90849_735590).

LATERAL 180, WAR INDUSTRIES SEWER serving Lots 1 through 71, Block 1; Lots 1 through 21, Block 2; Lots 1 through 9, Block 3; Courtyards at Brookfield Addition (south of 37th Street North, east of Greenwich) (Project No. 468-85264_744459).

STORM WATER SEWER NO. 721 serving Lots 1 through 75, Block 1; Lots 1 through 21, Block 2; Lots 1 through 9, Block 3; Courtyards at Brookfield Addition (south of 37th Street North, east of Greenwich) (Project No. 468-85263_751571).

STORM WATER DRAIN NO. 429 serving Lots 1 through 75, Block 1; Lots 1 through 21, Block 2; Lots 1 through 9, Block 3; Courtyards at Brookfield Addition (south of 37th Street North, east of Greenwich) (Project No. 468-85265_751572).

BEDFORD, FAIRFAX, RITCHFIELD serving Lots 1 through 6 and 24 through 48, Block 1; Lots 12 through 21, Block 2; Courtyards at Brookfield Addition (south of 37th Street North, east of Greenwich) (Project No. 472-85418_766405).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Courtyards at Brookfield Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated

Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 448 90849	\$ 13,301.00
Project No. 468 85264	\$ 38,946.00
Project No. 468 85263	\$ 39,243.00
Project No. 468 85265	\$ 35,837.00
Project No. 472 85418	<u>\$ 36,398.00</u>

TOTAL \$163,725.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
 2. Additional design services not covered by the scope of this Agreement.
 3. Construction staking, material testing, inspection and administration related to the project.
 4. A major change in the scope of services for the project.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

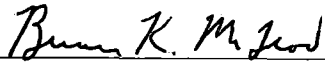
Jeff Longwell, Mayor

SEAL:


ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for 
Jennifer Magaña, Director of Law and
City Attorney

MKEC ENGINEERING, INC.


(Name/Title)

Jason A. Gish, ASLA, Principal

EXHIBIT "A"

SCOPE OF SERVICES

Courtyards at Brookfield Addition

(south of 37th St. N., east of Greenwich)

(Project Nos. 448-90849, 468-85263, 468-85265, 468-85264, 472-85418)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.

8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A", also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**
16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by N/A.

Office Check Plans and an estimate for the project due by January, 2018.

Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by February, 2018.

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit "A" – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.

Sub-Division Projects

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
 - centerline @ 100' Sta on tangent sections
 - pc/pt points & 50' along curves
- special drainage swales
 - pc/pt points, pi's & 50' Sta in between
- ponds
 - any grades breaks between pond bottom and rear property line
 - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – Scope of Services

Project Name

Utility Location Verification Non-CIP Project

Projected Bid Date:

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

- | | |
|--|---|
| <input type="checkbox"/> None in Project Limits | <input type="checkbox"/> In Project Limits, No Relocation Necessary |
| <input type="checkbox"/> Utility will need to relocate | <input type="checkbox"/> Other (please describe) |

Briefly Describe Type and Location of Facilities within Project:

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Utility Plan Review:

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

Additional Information requested from Consultant: _____

Please email this form on or before to:

If relocation is necessary:

Estimated clear date: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Upon completion of relocation:

Relocation complete on: _____

Completed by _____ **(utility representative) on** _____ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)												
Current Date	KDOT Proj. NO. City Proj. NO.	City Design Manager	Consultant	Date of First ULCC	Date of Second ULCC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)	
2/21/2013	111111/ 222222	Kallman	Ken Lee/Ruggles & Bohm	2/21/2013	2/21/2013			No				
				Utility needs to relocate Utility Contact	Utility in Private Easement (Y/N)			Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												
Westar (Transmission)												
Location in Project: (Describe Existing Facilities)												
Relocation Needs:												
Comments:												

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Car
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs
Comments
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs
Comments

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City

in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Change Order Limit Adjustment and Change Order No. 2 for Improvements to 143rd Street East from Central to Kellogg (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve Change Order No. 2 and adopt the change order modification resolution.

Background: On August 15, 2017, the City Council approved a contract with Pearson Construction LLC for paving improvements to 143rd Street East from Central to Kellogg, located at 143rd Street East, south of Central. The following change order has been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	August 15, 2017	Original construction contract.	\$3,638,240
No. 1	November 17, 2017	Extend temporary widening on 143 rd Street East.	\$9,764
		Total contract cost to date	\$3,648,004

Analysis: The proposed change order includes replacing a 12-inch water line and a calendar date extension. The existing water line is located further east than anticipated. The 12-inch water main is in conflict with the proposed storm sewer alignment and adjacent to proposed pavement. With the possibility of future development in the area, the water main will be relocated further west to make it more accessible for future connections and maintenance. The calendar completion date will be extended to August 25, 2018 to complete the additional work.

The cost of the proposed Change Order No. 2 is \$60,298, bringing the total of all change orders to \$70,062. The total change order cost to date has exceeded the change order limit of \$50,000 as established by ordinance. Without increasing the change order limit, all change orders above the approved \$50,000 will require approval by the City Council regardless of cost. The approximate six-week process for change order approval will result in significant delay with increased costs.

Due to the size and the complexity of the project, staff recommends an increase in the change order limit to 4% of the original contract amount, or \$145,530.

Financial Considerations: The cost of the proposed Change Order No. 2 is \$60,298, and the total of all change orders is \$70,062, which brings the total contract amount to \$3,708,302. Increasing the change order limit will not increase the previously approved budget. Funding is available within the existing budget of \$5,710,000 approved by the City Council on September 13, 2016, which is funded by General Obligation bond funding and Federal funding.

Legal Considerations: The Law Department has reviewed and approved the change order modification resolution as to form.

Recommendations/Action: It is recommended that the City Council approve Change Order No. 2 and adopt the change order modification resolution and authorize the necessary signatures.

Attachments: Change Order No. 2 and change order modification resolution.



4463
January 3, 2018
CHANGE ORDER

To: Pearson Construction LLC
Change Order No.: 2

Project: 143rd Street from Central to Kellogg
Project No.: 87N-0614-01/472-85159
CMS No.: 17176014
OCA No.: 707066/636348
PPN: 211530/775071

Purchase Order No.: PO740608
CHARGE TO OCA No.: 636348

Please perform the following extra work at a cost not to exceed \$60,298.47

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

Additional Work: Replace 12" water line, calendar date extension.

Reason for Additional Work: The existing water line from approximate station 41+50 to 49+50 is located further east than anticipated. The 12" water main is in conflict with the proposed storm sewer alignment and adjacent to proposed pavement. With the possibility of future development in the area, the water main will be relocated further west to make it more accessible for future connections and maintenance. The calendar completion date will be extended to August 25, 2018 to complete the additional work.

OCA 636348 (Non-Participating)

Line #	KDOT #	Item	Negotiated/ Bid	Qty	Unit Price	Extension
128	4	Pipe, WL 12" (Unrestrained)	Negotiated	850 lf	\$64.35	\$54,697.50
112	4	Valve Assembly, Anchored 12"	Bid	1 ea	\$1,860.97	\$1,860.97
129	4	Removal of Existing Pipe	Negotiated	2 ea	\$1,870.00	\$3,740.00
130	1	Calendar Date Extension	Negotiated	1 LS	\$0.00	\$0.00
Total:						\$60,298.47

CIP Budget Amount: \$5,710,000.00 (707066)	Original Contract Amt.: \$3,638,240.26
\$295,000.00 (636348)	
Consultant: TranSystems	Current CO Amt.: \$60,298.47
Total Exp. & Encum. To Date: \$184,960.03	Amt. of Previous CO's: \$9,763.90
CO Amount: \$60,298.47	Total of All CO's: \$70,062.37
Unencum. Bal. After CO: \$49,741.50	Adjusted Contract Amt.: \$3,708,302.63

Recommended By:

Steve Degenhardt, P.E.
Construction Division Manager

01/05/18
Date

Approved:

Gary Janzen, P.E.
City Engineer

01/12/18
Date

Approved:

Contractor
Date

Approved:

Alan King
Director of Public Works & Utilities

1-16-18
Date

Approved as to Form:

Jennifer Magaña 01/18/18
for Jennifer Magaña Date
City Attorney and Director of Law

By Order of the City Council:

Jeff Longwell Date
Mayor

Attest: _____
City Clerk

RESOLUTION NO. 18-

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, **143rd Street East from Central to Kellogg** project covered by contract number **472-85159** qualifies as such a major public work construction project. Continued, timely prosecution of that work is in the best interest of the public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, as authorized in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 6th DAY OF February 2018 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the change order limit governing the **143rd Street East from Central to Kellogg** project covered by contract number **472-85159**. This modification grants City staff authority to approve change orders for the **143rd Street East from Central to Kellogg** project up to a cumulative cost not exceeding **four (4%)** of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA
ON THIS 6th DAY OF February, 2018.

JEFF LONGWELL, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Acquisition of Water Line Easement at 127th and Pawnee for the Water Service Dead End Elimination and Redundant Feed Project (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 20, 2016, the City Council approved funding for multiple, small utility infrastructure projects that have been identified as water mains without a secondary connection. These projects will allow the City to construct the secondary connections to eliminate dead ends, which will improve water pressure and create more reliability in water service. One Dead End Elimination Project was identified at South 127th Street East and Pawnee. A water line easement from the site located on the northeast corner of 127th and Pawnee is needed to facilitate the project. The site is comprised of 19-acres and is currently in agricultural production.

Analysis: The proposed easement consists of 20,269 square feet. The easement is predominantly the southern 20-feet of the subject site. The landowner agreed to convey the easement for \$4,260, or \$.21 per square foot.

Financial Considerations: The funding source for the project is from the Water Utility cash reserves or future revenue bonds. A budget of \$4,300 is requested. This amount includes \$4,260 for the acquisition and \$40 for recording costs.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement; approve the budget; and authorize any necessary signatures.

Attachments: Utility easement, tract map and aerial.

UTILITY EASEMENT

THIS EASEMENT made this 24 day of JANUARY, 2018 by and between 25, LLC, a Kansas limited liability company, Grantor, and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee or the franchised utility entity a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing all public and/or franchised utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas to wit:


A tract of land for additional right of way purposes, lying in the SW1/4 of Sec. 35, T27S, R1E, Bearings are referenced to the Kansas State Plane Coordinate System, 1983, South Zone, and being more particularly described as follows:

That part of the W1/2 of the SW1/4 of Sec. 35, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point 40.00 feet North and 30.00 feet East of the southwest corner of said SW1/4, said point of beginning being on the northeast right-of-way corner of 127th Street East and Pawnee Road; thence N00°48'48"W along the east right-of-way of said 127th Street East, 40.00 feet; thence N88°57'16"E, parallel with the south line of said SW1/4, 50.00 feet; thence S46°02'44"E, 28.28 feet to a point 60.00 feet north of the said south line; thence N88°57'16"E, parallel with said south line, 883.31 feet to the east line of the W1/2 of said SW1/4; thence S00°48'45"E along said east line, 20.00 feet to the north right-of-way of said Pawnee Road; thence S88°57'16"W along said north right-of-way, 953.39 feet to the place of beginning. The tract described above contains 20,269 square feet or 0.47 acres, more or less.

And said Grantee and/or agents of the franchised utilities are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such utility.

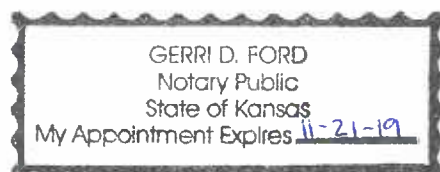
IN WITNESS WHEREOF: The said Grantor has signed this document the day and year first written.

25, LLC:


Jerry B. Cohlma, Managing Member

State of Kansas }
County of SEDGWICK } ss.

This instrument was acknowledged before me on JANUARY 24, 2018
by Jerry B. Cohlma, Managing Member of 25, LLC, a Kansas limited liability Company.

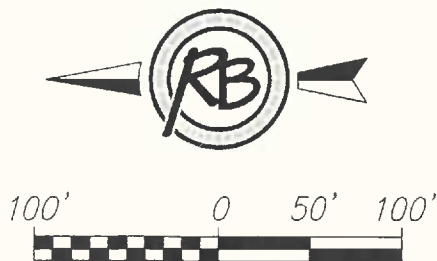



Notary Public
My commission expires: 11-21-19

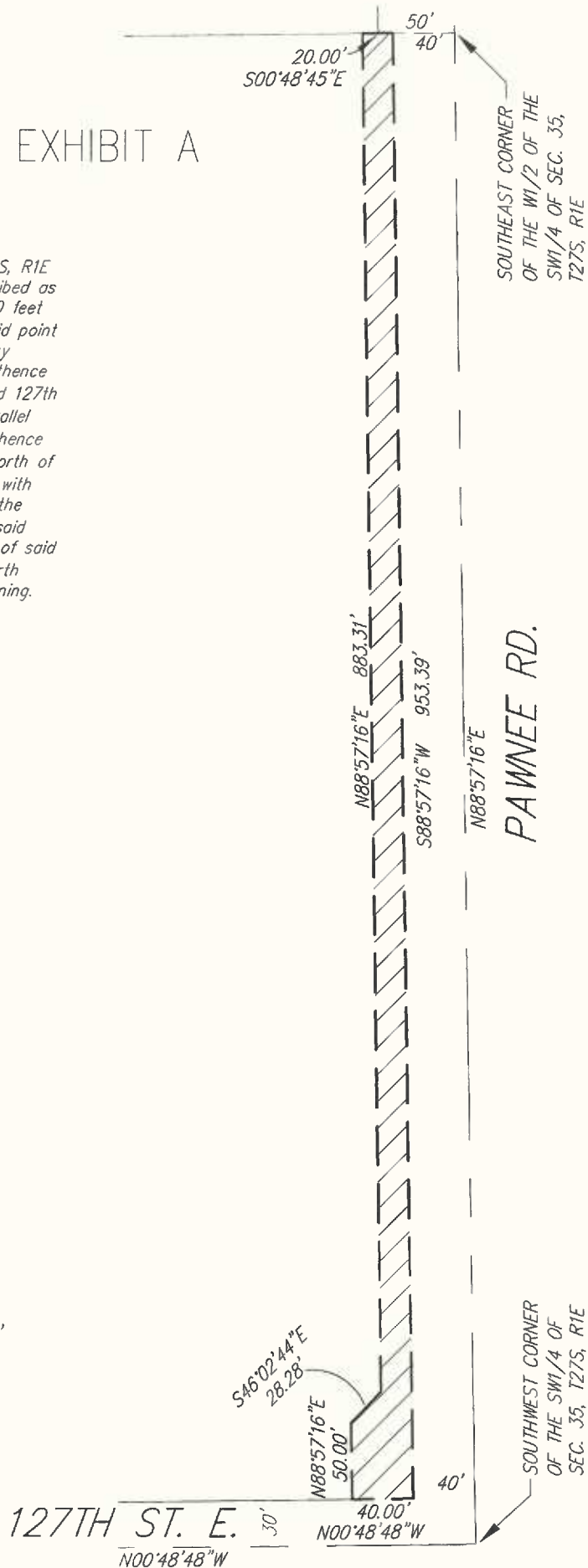
EXHIBIT A

UTILITY EASEMENT

That of the W1/2 of the SW1/4 of Sec. 35, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point 40.00 feet North and 30.00 feet East of the southwest corner of said SW1/4, said point of beginning being on the northeast right-of-way corner of 127th Street East and Pawnee Road; thence N00°48'48"W along the east right-of-way of said 127th Street East, 40.00 feet; thence N88°57'16"E, parallel with the south line of said SW1/4, 50.00 feet; thence S46°02'44"E, 28.28 feet to a point 60.00 feet north of the said south line; thence N88°57'16"E, parallel with said south line, 883.31 feet to the east line of the W1/2 of said SW1/4; thence S00°48'45"E along said east line, 20.00 feet to the north right-of-way of said Pawnee Road; thence S88°57'16"W along said north right-of-way, 953.39 feet to the place of beginning.



DWG FILE: UTILITY EASEMENT
PROJECT NO. 4881W





City of Wichita Map Print



Map Created On: 12/15/10

Legend

- Parcels
- Subdivisions
- Quarter Sections
- Water Hydrants
- Water Valves
- Backflow Devices
- Water Mains
- Sewer Manholes
- Sewer Mains
- Storm Structures
- Manhole
- Inlet
- Outfall
- Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 5,467

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Approval of the Change of Trustee and Consent of Leasehold Mortgage (H2 Corporate Office Corporate Office, LLC) (District II)

INITIATED BY: Office of Economic Development

AGENDA: Consent

Recommendation: Approve the change of trustee and consent to the leasehold mortgage and approve the resolution.

Background: On October 7, 2008, the Wichita City Council approved the issuance of Industrial Revenue Bonds (IRBs) in an amount not to exceed \$7,200,000, and a 100% five-plus-five-year property tax exemption for H2 Corporate Office, LLC (H2). Bond proceeds were used to finance the construction of a corporate headquarters located near 13th Street North between Webb Road and Greenwich Road. H2 subleased the project to Hartman Oil Co. Inc. (Hartman Oil) for use as the corporate headquarters for the various companies owned by Willis E. Hartman.

H2 is now requesting approval of a change in the trustee and consent to a leasehold mortgage due to pending refinancing of the property.

Analysis: Sunflower Bank holds the original mortgage on the project and is acting as Bond Trustee. As a result of the refinancing, Independent Bank will hold the mortgage and Security Bank of Kansas City will become the new Bond Trustee. In connection with the refinancing, Independent Bank has asked H2 to “mortgage” its leasehold interest which, requires the consent of the City. The bank has also asked H2 to pledge the Bond as security.

Financial Considerations: There is no change to the financial arrangement between the City and H2 Corporate Office, LLC which owns the bonds.

Legal Considerations: According to the Indenture and Lease in the bond transcript, approval of the change of trustee and consent to the leasehold mortgage required the City’s consent. The Law Department has reviewed and approved as to form the documents required to implement the assignment of the IRB trust estate to the new trustee and permit Independent Bank to receive the leasehold mortgage and other security which it seeks for the refinancing.

Recommendations/Actions: It is recommended that the City Council approve the resolution authorizing the change of trustee and consent to the leasehold mortgage.

Attachments: Resolution

RESOLUTION NO. 18-

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS ACKNOWLEDGING THE REMOVAL OF SUNFLOWER BANK, N.A., SALINA, KANSAS, AS TRUSTEE UNDER A CERTAIN TRUST INDENTURE, ENTERED INTO AS OF OCTOBER 1, 2008, AND APPOINTING SECURITY BANK OF KANSAS CITY, WICHITA, KANSAS, AS SUCCESSOR TRUSTEE, AND CONSENTING TO A BOND PLEDGE AGREEMENT AND A LEASEHOLD MORTGAGE

WHEREAS, in connection with the issuance by the City of Wichita, Kansas (the "City") of its Industrial Revenue Bonds, Series 2008 (H2 Corporate Office, LLC) (Taxable Under Federal Law) (the "Bonds") the City entered into a certain Trust Indenture dated as of October 1, 2008 (the "Indenture") between the City, as Issuer of the Bonds, and Sunflower Bank, N.A., Salina, Kansas, (the "Original Trustee"); and

WHEREAS, H2 Corporate Office, LLC ("H2") is the owner of 100% of the Bonds outstanding and also entered into a Lease with the City in connection with the issuance of the Bonds;

WHEREAS, pursuant to Section 10.07 of the Indenture the Original Trustee may be removed as trustee under the Indenture, subject to certain conditions set forth in said Section; and

WHEREAS, H2 has requested the removal of the Original Trustee and the appointment of a successor trustee; and

WHEREAS, Security Bank of Kansas City, Wichita, Kansas (the "Successor Trustee") is qualified under Section 10.08 of the Indenture to serve as successor trustee under the Indenture, and has agreed to serve as successor trustee under the Indenture;

WHEREAS, H2 has presented and requested execution by the City, H2, the Original Trustee and the Successor Trustee of an Instrument of Removal, Appointment and Acceptance; and

WHEREAS, H2 has presented and requested the City's consent to a Leasehold Mortgage of H2's interest as tenant under the Lease to Independent Bank.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. The removal of the Original Trustee in its capacity as trustee under the Indenture, as requested by H2, in its capacity as sole owner of the Bonds and tenant under the Lease, is hereby acknowledged, to be effective upon final approval of the execution of the Instrument of Removal, Appointment and Acceptance. The Mayor and Clerk are authorized and directed to execute and deliver on behalf of the City the Instrument of Removal, Appointment and Acceptance.

Section 2. Effective upon final approval of the execution of the Instrument of Removal, Appointment and Acceptance, the Successor Trustee is hereby appointed to serve as successor trustee under the Indenture.

Section 3. All trusts evidenced by the Indenture shall immediately vest in the Successor Trustee, and the Original Trustee shall immediately thereafter deliver to the Successor Trustee all assets then in its possession and control as trustee under the Indenture, including but not limited to all funds on hand and deposited in the funds or accounts relating to the Bonds under the Indenture, any evidences of indebtedness representing the investment of such funds, all insurance policies and copies of all documents, accounts, books and records of any nature which have been prepared and maintained by the Original Trustee and relate to such assets and to the bonds.

Section 4. This resolution and the appointment by the City of the Successor Trustee as successor trustee under the Indenture shall in no way be deemed a release of the Original Trustee from any damage or liability to which the Original Trustee may have become subject as a result or in consequence of any act or omission while serving as trustee under the Indenture.

Section 5. The City hereby consents to the Leasehold Mortgage.

Section 6. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City this 6th day of February, 2018.

Jeff Longwell, Mayor

ATTEST:

(SEAL)

Karen Sublett, City Clerk

APPROVED AS TO FORM

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

<u>PIN #</u>	<u>Geo Code #</u>	<u>Address / Location</u>	<u>Amount</u>	<u>District #</u>
00099248	A 0011400UP	824 W 35th St N	\$153.00	6
00100630	A 01357	1317 N Jackson Ave	\$143.00	6
00100762	A 01472	1319 N Wellington Pl	\$143.00	6
00100855	A 015640001	V/L on SE of E 11th St N & N Market St	\$153.00	6
00100991	A 01688	1656 N Park Pl	\$143.00	6
00101836	A 02415	1914 N Waco Ave	\$163.00	6
00102244	A 02779	2421 N Market St	\$153.00	6
00102548	A 03047	2418 N Rosenthal Ave	\$153.00	6
00105295	A 05142	2248 N Shelton Ave	\$153.00	6
00107980	A 07596	207 W Skinner St	\$153.00	3
00108667	A 08102	2704 N Wellington Pl	\$143.00	6
00109702	A 08791	321 W Allen St	\$153.00	6
00110932	A 10136	2397 N Richmond Ave	\$143.00	6
00113015	A 12978	3052 N Park Pl	\$153.00	6
00113221	A 13233	3154 N Jackson St	\$163.00	6
00113541	A 13526	3343 N Woodland Ave	\$143.00	6
00118102	A 17430	950 W 46th St N	\$143.00	6
00118659	B 0018106UP	V/L NE of E 33rd St N & N Topeka Ave	\$163.00	6
00118660	B 0018107UP	V/L NW of 33rd St & N Topeka Ave	\$163.00	6
00120200	B 01617	1632 N Emporia Ave	\$153.00	6
00120284	B 01693	1616 N Saint Francis Ave	\$143.00	6
00121240	B 02578	V/L SW of E 3rd St & N Pennsylvania Ave	\$153.00	1
00121448	B 02772	805 N Mathewson Ave	\$143.00	1
00121619	B 02911	620 N Cleveland Ave	\$153.00	1
00121723	B 030090002	1001 E 9th St N	\$153.00	1
00121820	B 03107	V/L S of 825 N Ohio Ave	\$143.00	1
00122217	B 033870001	V/L N of 1131 N New York Ave	\$153.00	1
00122349	B 03500	1310 N Ohio Ave	\$153.00	1
00122454	B 03591	1105 N Cleveland Ave	\$153.00	1
00122634	B 03725	1614 E 15th St N	\$153.00	1
00122648	B 03734	2nd V/L of E 14th St N & N New York Ave	\$153.00	1
00123821	B 04737	919 S Emporia Ave	\$153.00	3
00124905	B 05713	V/L S of 701 E Harry St	\$153.00	3
00126132	B 06610	212 S Greenwood Ave	\$153.00	1
00127440	B 07808	1345 S Ellis Ave	\$153.00	1
00127447	B 07814	1215 S Ellis Ave	\$153.00	1
00128000	B 08311	1705 S Greenwood Ave	\$143.00	1
00128584	B 08675	1011 N Indiana Ave	\$153.00	1
00130197	B 099750001	2526 S Ida Ave	\$143.00	3
00130482	B 10243	1703 N Pennsylvania Ave	\$143.00	1
00130489	B 10250	1508 E 16th St N	\$153.00	1
00131712	B 11421	1406 E Fortuna St	\$153.00	3
00134875	C 00213	344 N Piatt Ave	\$153.00	1
00134959	C 00238	416 N Ash St	\$153.00	1
00135839	C 00766	1056 N Ash Ave	\$143.00	1
00136166	C 01026	1334 N Minneapolis Ave	\$143.00	1

00136171	C 010290001	1308 N Minneapolis Ave	\$143.00	1
00136265	C 01098	V/L S of 1456 N Piatt	\$153.00	1
00136305	C 01125	1441 N Ash Ave	\$153.00	1
00136344	C 011460001	1504 N Ash Ave	\$153.00	1
00136378	C 011720001	V/L N of 1527 N Madison Ave	\$143.00	1
00136471	C 012230001	V/L SE of E 16th St N & N Spruce Ave	\$153.00	1
00136477	C 012240004	1618 N Spruce Ave	\$153.00	1
00136492	C 01228004A	1508 N Spruce Ave	\$153.00	1
00136540	C 012630001	1451 N Grove Ave	\$143.00	1
00136549	C 01268	1759 N Piatt Ave	\$153.00	1
00136616	C 013000001	V/L N of 1642 N Hydraulic Ave	\$153.00	1
00136665	C 013250002	1613 N Minnesota Ave	\$153.00	1
00136861	C 01397	1857 N Madison Ave	\$143.00	1
00137072	C 0145900B1	1842 N Minneapolis Ave	\$153.00	1
00137138	C 014720001	2052 N Hydraulic Ave	\$153.00	1
00137209	C 01515	2027 N Minneapolis Ave	\$153.00	1
00138754	C 02776	1325 N Green St	\$153.00	1
00138755	C 02777	1321 N Green St	\$143.00	1
00138786	C 02804	1322 N Green St	\$153.00	1
00138879	C 02891	V/L N of 1223 N Volutsia Ave	\$153.00	1
00138924	C 02935	V/L N of 1315 N Erie Ave	\$153.00	1
00139029	C 03027001A	1106 N Chautauqua Ave	\$153.00	1
00139163	C 03146	1021 N Estelle Ave	\$153.00	1
00139168	C 03151	V/L S of 1047 N Estelle Ave	\$153.00	1
00139236	C 03204	1740 N Volutsia Ave	\$153.00	1
00139259	C 032200001	1739 N Erie Ave	\$143.00	1
00139290	C 032400001	1621 N Chautauqua Ave	\$153.00	1
00139291	C 03241	1627 N Chautauqua Ave	\$143.00	1
00139382	C 03307	1611 N Hillside Ave	\$153.00	1
00139490	C 03410	1505 N Chautauqua Ave	\$153.00	1
00139616	C 03522	V/L S of 1433 N Estelle Ave	\$153.00	1
00139719	C 03597000A	V/L S of 1627 N Green St	\$153.00	1
00139747	C 036180001	1630 N Estelle Ave	\$143.00	1
00139773	C 03636	1718 N Green St	\$153.00	1
00141625	C 05330	215 S Estelle Ave	\$143.00	1
00141990	C 05681	417 S Chautauqua Ave	\$153.00	1
00150822	C 06459	3340 E Oakland Ave	\$153.00	1
00152675	C 08056	633 S Green St	\$143.00	1
00152802	C 08184	V/L N of 421 N Minnesota Ave	\$153.00	1
00152933	C 08303	1134 S Hydraulic Ave	\$153.00	1
00153428	C 08775	344 S Bluff Ave	\$153.00	1
00155259	C 1043700A2	708 S Clifton Ave	\$153.00	3
00155382	C 10499000C	602 N Oliver Ave	\$153.00	1
00156200	C 11063	225 S Bleckley Dr.	\$143.00	1
00156703	C 11177079G	2311 S Crestway Ave	\$153.00	3
00157482	C 11871	1121 S Minnesota Dr.	\$143.00	1
00157801	C 12205	2109 E Mesita Dr.	\$153.00	1
00157940	C 12295	736 S Crestway Ave	\$153.00	3

00158328	C 12623	1710 E 22nd St N	\$153.00	1
00158954	C 13251	2808 E Shadybrook Ln	\$143.00	1
00159065	C 13389	2519 E Shadybrook Ln	\$153.00	1
00159078	C 13406	2513 E Shadybrook Ln	\$153.00	1
00159136	C 13462	2935 E Maplewood Dr.	\$153.00	1
00159169	C 13496	2822 E Stadium Dr.	\$143.00	1
00159398	C 136690001	1016 N Pershing Ave	\$153.00	1
00159584	C 13849	3620 E 13th St N	\$143.00	1
00162254	C 16537	2117 E Shadybrook Ln	\$153.00	1
00162372	C 16687	V/L NE of E 8th St & N Green St	\$153.00	1
00163555	C 17773	1037 S Christine Rd	\$153.00	3
00163762	C 18000	727 S Lightner Dr.	\$153.00	3
00166462	C 21047	2361 N Poplar Ave	\$153.00	1
00166481	C 21066	2314 N Poplar Ave	\$286.00	1
00167290	C 21813	801 S Gouverneur Rd	\$306.00	2
00169065	C 23525	4001 E Mount Vernon Rd	\$153.00	3
00169696	C 24240	1102 S Fabrique Dr.	\$153.00	3
00170637	C 25198	V/L SW of E Murdock & N Minnesota	\$153.00	1
00170639	C 25200	3rd V/L SW of E Murdock & N Minnesota	\$143.00	1
00170643	C 25204	V/L E of 708 N Minneapolis Ave	\$143.00	1
00170644	C 25205	V/L NW of N Minnesota & Drainage Canal	\$153.00	1
00170645	C 25206	4th V/L S of 728 N Minnesota Ave	\$153.00	1
00170646	C 25207	3rd V/L S of 728 N Minnesota Ave	\$153.00	1
00170647	C 25208	2nd V/L S of 728 N Minnesota Ave	\$153.00	1
00172148	C 26721	2307 S Estelle Ave	\$143.00	3
00172687	C 272410002	2625 N Hillside Ave	\$153.00	1
00173194	C 27777	7921 E Morris St	\$153.00	2
00181732	C 36765	8209 E Brookhollow Ln	\$143.00	2
00194327	C 47253	9002 E Cessna St	\$143.00	2
00195877	C 48684	2nd V/L N of 1441 N Hillside Ave	\$143.00	1
00195878	C 486840001	V/L N of 1441 N Hillside Ave	\$143.00	1
00197267	C 50003	2909 N Meadow Oaks Ct	\$153.00	1
00200072	D 01160	531 S Meridian Ave	\$153.00	4
00201131	D 02135	824 W McCormick Ave	\$143.00	4
00202064	D 02854	1909 S Bonn Ave	\$153.00	4
00204561	D 04755	1242 S Elizabeth Ave	\$153.00	4
00204742	D 04885	1925 S Hiram Ave	\$153.00	4
00205358	D 05220	305 N Richmond Ave	\$143.00	6
00206101	D 05805	325 N Elizabeth St	\$153.00	6
00209683	D 08757	V/L S of 120 N Florence St	\$153.00	6
00210819	D 09637	3810 W 9th St N	\$143.00	6
00210821	D 096380001	1008 N Illinois St	\$143.00	6
00211126	D 098970001	V/L NE of N Westridge Dr. & W Central	\$143.00	6
00211306	D 10018	3722 W 8th St N	\$153.00	6
00212585	D 11405	338 N Elder St	\$153.00	6
00213235	D 12054	2709 W 18th St N	\$143.00	6
00216288	D 15127	430 N High St	\$143.00	6
00218574	D 17378	718 N Bebe St	\$153.00	6

00218646	D 17445	901 N Anna St	\$153.00	6
00219587	D 18320	V/L E of 902 N Arapaho Ave	\$153.00	5
00230470	D 29481001A	2719 S Meridian Ave	\$153.00	4
00245549	D 42686	8011 W Cornelison Cir	\$163.00	5
00349223	A 18055	V/L NW of W 52nd St N & N Arkansas	\$163.00	6
00445505	C 51634	3212 E Mount Vernon Rd	\$143.00	3
00446686	D 50475	V/L S of 1261 N Maize Rd	\$173.00	5
00514611	D 57080	V/L N of 3313 N Ridge Rd	\$173.00	5
00528572	C 59302	V/L between 710 & 718 S Spring Hollow Dr.	\$153.00	2
00540595	C 59837	3rd V/L E of 10712 E Harry St	\$153.00	2
00540596	C 59838	4th V/L E of 10712 E Harry St	\$153.00	2
00540597	C 59839	5th V/L E of 10712 E Harry St	\$153.00	2
00564294	D 62091	415 S 162nd St W	\$163.00	4
00569455	D 62390	V/L W of 921 W 50th St S	\$153.00	4
00588339	C 63052	V/L E of 14524 E Cambria St	\$153.00	2
00588357	C 63070	V/L S of 2034 S Celtic St	\$143.00	2
00595721	C 64100	1710 S Lynnae St	\$143.00	2
30002537	C 65097	V/L SE of 1332 S Gateway St	\$153.00	2
30002812	D 64869	V/L S of 3204 N Maize Rd	\$163.00	5
30002817	D 64874	3rd V/L S of 3204 N Maize Rd	\$153.00	5
Total			<hr/> \$24,722.00	

Published in the Wichita Eagle on **February 16, 2018**

ORDINANCE NO. 50-668

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2018:

Legal of Parcel in Benefit District	Assessment
W 67.05 FT E 491.36 FT SE1/4 NE1/4 NW1/4 EXC N 377.66 FT & EXC S 20 FT SEC 32-26-1E	153.00
LOTS 1216-1218 JACKSON ST. LEWELLEN'S 3RD. ADD.	143.00
LOTS 1216-1218 WATER ST. BUSH'S ADD.	143.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	153.00
W 150 FT LOTS 15-17 PARK PLACE HERSEYS ADD.	143.00
LOTS 34-36 BLOCK 2 CAREY PARK ADD	163.00
LOTS 26-28 MARKET ST. JOSEPH'S ADD.	153.00
LOTS 303-305 ROSENTHAL AVE. ROSENTHAL'S SUB.	153.00
LOTS 9-11 BLOCK 1 MC INTYRE'S ADD.	153.00
W 54 FT LOT 150 & W 54 FT N 22 FT LOT 152 WATER ST. WALTER & WRIGHT'S ADD	153.00
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	143.00
LOT 13 ZENA'S SUB.	153.00
LOT 23 BLOCK 3 BENJAMIN HILLS 2ND. ADD.	143.00
LOTS 3-4 BLOCK 27 JONES PARK ADD.	153.00
LOT 28 BYRON SMITH ADD.	163.00
S 66 FT LOT 14 TIMMERMEYER GARDENS ADD.	143.00
W 74 FT E 148 FT LOTS 10-11 MINNIE GARDENS ADD.	143.00
BEG INTERSEC S LI NW1/4 & W LI EMPORIA AVE. EXTEND. S. TH W TO E LI TOPEKA AVE. N TO SW COR LOT 38 BLK 14 ORIG. TOWN TO NORTH WICHITA TH E TO PT N OF BEG S TO BEG EXC S 40 FT FOR ST. SEC 33-26-1E UTILITY ROLL	163.00
BEG INTERSEC S LI NW1/4 & W LI TOPEKA AVE. EXTEND. S. TH W TO E LI RR ROW N 150 FT E TO PT N OF BEGS TO BEG EXC S 40 FT FOR ST. SEC 33-26-1E UTILITY ROLL	163.00
LOTS 131-133 EMPORIA ST EAGLE ADD	153.00
LOT 8 & N 10 FT LOT 10 NORTH PARK ADD.	143.00
LOT 48 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	153.00
LOTS 6-8 ALLEN'S ADD.	143.00
LOTS 6-7 SHIRK'S ADD.	153.00
W 27.42 FT LOTS 2-4-6-8 WASHINGTON AVE. MOORE'S ADD.	153.00

LOTS 2-4-6-8 & 7 FT ALLEY ADJ TO S LI LOT 2 OHIO AVE. ELLIOTT & HAMMOND'S ADD.	143.00
LOTS 76-78 NEW YORK AVE. GETTO'S ADD.	153.00
LOTS 38-40 OHIO AVE. BURLEIGH'S 3RD. ADD.	153.00
N 10 FT LOT 3 ALL LOT 5 PRIEST'S ADD.	153.00
LOTS 10-12 & E 2.73 FT LOT 14 & VAC 5 FT ADJ ON S & 1/2 VAC ALLEY ADJ ON N 15TH. ST. IN VAC. SPRING GROVE 2ND. ADD.	153.00
LOTS 23-25 UNION NOW NEW YORK AVE. MILFORD'S REPLAT	153.00
LOTS 85-87 BLOCK 8 ORME & PHILLIPS ADD.	153.00
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	153.00
S 10 FT LOT 42-ALL LOTS 44-46 FANNIE AVE. HYDE'S ADD.	153.00
N 50 FT S 100 FT LOTS 18-20-22-24 ZIMMERLY AVE. LINCOLN ST. ADD.	153.00
LOTS 17-19 ELLIS AVE. LINCOLN ST. ADD.	153.00
LOTS 5-7 HOTCHKIN'S & WHEELER'S SUB.	143.00
LOTS 9-11 WABASH 2ND. ADD.	153.00
LOTS 78-80 WABASH AVE WABASH AVE SUB.	143.00
LOT 5 FOX-HUEY ADD.	143.00
LOT 12 FOX-HUEY ADD.	153.00
W 44 FT LOT 12 & E 15 FT LOT 13 BLOCK 10 RAINBOW FIRST ADD.	153.00
LOT 56 & N1/2 LOT 58 BUTLER & FISHER'S SUB.	153.00
LOT 14 & S1/2 LOT 16 ASH AVE. DEVORE'S SUB.	153.00
LOTS 2-4 NORRIS NOW ASH SOLOMONS 2ND. ADD.	143.00
LOTS 96-97 ROSENTHAL'S 2ND. ADD.	143.00
LOTS 106-107 ROSENTHAL'S 2ND. ADD.	143.00
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	153.00
LOTS 153-155 ASH ST. LOGAN ADD.	153.00
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	153.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2018:

Legal of Parcel in Benefit District	Assessment
LOTS 115-117 MADISON AVE. LOGAN ADD.	143.00
W 65 FT LOTS 48-50 SPRUCE ST. LOGAN ADD.	153.00
LOTS 76-78 SPRUCE ST. LOGAN ADD.	153.00
LOTS 134-136 SPRUCE ST. LOGAN ADD.	153.00
S 5 FT LOT 143 & ALL LOT 145 & N 15FT LOT 147 GROVE ST. LOGAN ADD.	143.00
LOTS 1-3-5 BLOCK 1 KANSAS ADD.	153.00
LOTS 55-57-59 BLOCK 5 KANSAS ADD.	153.00
LOTS 83-85 BLOCK 7 KANSAS ADD.	153.00
LOTS 48-50 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	143.00
LOTS 158-160 BLOCK 14 PENNSYLVANIA ADD.	153.00
LOTS 54-56 HYDRAULIC AVE. PARKVIEW ADD.	153.00
LOTS 73-75 MINNEAPOLIS AVE. PARKVIEW ADD.	153.00
LOTS 27-29 ALICE NOW GREEN FAIRMOUNT PARK ADD.	153.00
LOTS 31-33 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	143.00
LOTS 30-32 ALICE NOW GREEN FAIRMOUNT PARK ADD.	153.00
LOTS 73-75 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	153.00
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	153.00
S1/2 LOT 106-ALL LOT 108 CHAUTAUQUA AVE FAIRMOUNT PARK ADD.	153.00
LOTS 18-20 BLOCK 3 ESTERBROOK PARK ADD.	153.00
LOTS 38-40 BLOCK 3 ESTERBROOK PARK ADD.	153.00
LOTS 80-82 ACADEMY NOW VOLUTSIA AVE. WOODRIDGE PLACE ADD.	153.00

N 1/2 LOT 77-ALL LOTS 79-81 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	143.00
LOTS 17-19 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	153.00
LOTS 21-23 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	143.00
LOTS 9-11 HILLSIDE AVE. WOODRIDGE PLACE ADD.	153.00
LOTS 49-51-53 MT. OLIVE NOW CHAUTAUQUA AVE. GIRARD ADD.	153.00
LOTS 25-27 ESTELLE AVE. ROSE HILL ADD.	153.00
LOT 17 EXC S 11.1 FT & ALL LOT 19 GREEN AVE. FAIRMOUNT ORCHARDS ADD	153.00
LOTS 26-28 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	143.00
LOTS 32-34 2ND. FAIRMOUNT ORCHARDS ADD.	153.00
LOTS 13-15 GORDON'S SUB IN RICHLAND ADD.	143.00
LOTS 31-33 & 1/2 VAC ALLEY ADJ ON WBLOCK 6 HARRIS & HOFFELD'S SUB.	153.00
E 50 FT LOT 27 & S 9 FT LOTS 9-11 & VAC ALLEY ADJ LENORE ADD.	153.00
LOTS 51-53 GREEN ST DIXON'S ADD	143.00
LOTS 19-20 BEN BAILEY'S ADD.	153.00
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	153.00
LOTS 16-18 BLOCK A FREDERICKS' ADD.	153.00
N 60 FT S 90 FT LOTS 1-3-5 BLOCK K LONGVIEW TERRACE ADD.	153.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	153.00
LOTS 10-11 BLOCK 3 MORNINGSIDE ADD.	143.00
BEG 496.5 FT N & 30 FT W OF SE COR SW1/4 SE1/4 W 269.25 FT N 65 FT E 269.25 FT S TO BEG EXC W 121 FT SEC 35-27-1E	153.00
LOT 5 BLOCK 2 SCHWEITER'S 7TH. ADD.	143.00
LOT 2 BLOCK 9 SCHWEITER'S 8TH. ADD.	153.00
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	153.00
LOT 9 BLOCK C MILLAIR ADD.	153.00
LOT 2 BLOCK 3 SHADYBROOK ADD.	143.00
LOT 1 BLOCK 10 SHADYBROOK ADD	153.00
LOT 18 BLOCK 10 SHADYBROOK ADD	153.00
LOT 8 BLOCK 13 SHADYBROOK ADD.	153.00
LOT 41 BLOCK 13 SHADYBROOK ADD.	143.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2018:

Legal of Parcel in Benefit District	Assessment
LOTS 31-32 BLOCK 15 COUNTRY CLUB HEIGHTS ADD.	153.00
LOT 15 EXC TH PT DEEDED FOR ROW CC #11 CV 2741 BLOCK C YALE HEIGHTS ADD.	143.00
LOT 8 BLOCK 3 BUILDERS 2ND. ADD.	153.00
LOT 5 SIDE L REPLAT	153.00
LOT 14 BLOCK 1 PURCELL'S 6TH. ADD.	153.00
LOT 17 BLOCK B LIGHTNER PARK ADD.	153.00
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	153.00
LOT 17 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	286.00
TH PT LOTS 1-2 BEG 40 FT SW SE COR LOT 1 NWLY 35.5 FT M-L N 65.5 FT NW 37 FT M-L TO N LI LOT 1 NELY 85.99 FT TO NE COR LOT 1 S TO SE COR LOT 1 SW TO BEG. BLOCK 18 EASTRIDGE 4TH. ADD.	306.00
RES C MEADOWLARK 2ND. ADD.	153.00
LOT 1 BLOCK 3 LINCOLN HILLS ADD.	153.00
LOT 1 GARDNER'S MURDOCK AVE. ADD.	153.00
LOT 3 GARDNER'S MURDOCK AVE. ADD.	143.00

LOT 7 GARDNER'S MURDOCK AVE. ADD.	143.00
LOT 8 GARDNER'S MURDOCK AVE. ADD.	153.00
LOT 9 GARDNER'S MURDOCK AVE. ADD.	153.00
LOT 10 GARDNER'S MURDOCK AVE. ADD.	153.00
LOT 11 GARDNER'S MURDOCK AVE. ADD.	153.00
LOT 7 BLOCK 2 HEINRICH 2ND. ADD.	143.00
S 95 FT LOT 1 BLOCK 1 FISHER'S, E A ADD	153.00
LOT 12 EXC N 5 FT DED FOR ST BLOCK 10 EASTRIDGE 11TH. ADD.	153.00
LOT 2 BLOCK 1 BROOKHOLLOW SECOND ADD.	143.00
LOT 8 BLOCK 2 TOWNE PARC ADD.	143.00
LOT 2 EXC S 50 FT THEREOF JESSE WILLIAMS ADD.	143.00
S 50 FT LOT 2 JESSE WILLIAMS ADD.	143.00
LOT 16 BLOCK 3 MEADOW OAKS ADD.	153.00
LOTS 501 & 507 MERIDIAN AVE. MARTINSON'S 5TH. ADD.	153.00
LOTS 49-51 MC CORMICK AVE GLENDALE ADD.	143.00
LOTS 6-8-10 & N 1/2 LOT 12 BLOCK M SOUTH UNIVERSITY PLACE ADDITION	153.00
S 12 1/2 FT LOT 22 & ALL LOTS 24-26 BLOCK 17 REPLAT PT OF JOHN MC CORMICK'S ADD.	153.00
LOTS 19-21-23 BLOCK 13 WHITLOCK'S REPLAT	153.00
LOT 47 & N 1/2 LOT 49 BLOCK 27 J O DAVIDSON'S 2ND. ADD.	143.00
LOTS 13-15 ELIZABETH AVE. WALTER MORRIS & SON'S 3RD. ADD.	153.00
S 50 FT OF N 75 FT LOT 8 BLOCK 24 PARKWILDE ADD.	153.00
LOT 5 BLOCK 6 GOLDEN GARDENS ADD.	143.00
LOT 7 BLOCK 6 GOLDEN GARDENS ADD.	143.00
S 165 FT LOT 4 EXC S 15 FT THEREOF FOR STREET WEST RIDGE ACRES ADD.	143.00
LOT 18 NEWTON GARDENS ADD.	153.00
LOT 17 BLOCK 7 FRUITVALE PARK ADD.	153.00
LOT 6 BLOCK 4 MEADOWVALE ADD	143.00
LOT 1 BLOCK A ROBB ADD	143.00
LOT 21 SUNNYSIDE GARDENS SECOND ADD.	153.00
LOT 14 BLOCK C SUNNSIDE GARDENS 4TH. ADD.	153.00
LOT 1 BLOCK 1 AVERY ADD.	153.00
E 140 FT LOT 1 DODY COLE SECOND ADDITION	153.00
LOT 16 WESTWIND 2ND. ADD.	163.00
LOT 40 EAST URBANDALE ADD.	163.00
LOT 1 DAVIS' MT VERNON ESTATES ADD	143.00
TH PT LOT 2 BEG 223 FT N SE COR THEREOF W 368.79 FT TO W LI SAID LOT 2 TH N 112.02 FT ELY 368.52 FT S 126.13 FT TO BEG HUNTINGTON PARK ADDITION	173.00
LOT 1 EXC E 129 FT THEREOF BLOCK B RIDGE PORT COMMERCIAL ADDITION	173.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2018:

Legal of Parcel in Benefit District	Assessment
LOT 4 BLOCK 6 CLEAR CREEK ADD.	153.00
S 200 FT LOT 4 BLOCK D CRYSTAL CREEK ADDITION	153.00
S 200 FT LOT 5 BLOCK D CRYSTAL CREEK ADDITION	153.00
S 200 FT LOT 6 BLOCK D CRYSTAL CREEK ADDITION	153.00
LOT 1 BLOCK A WEST 162ND ADD	163.00
LOT 7 BLOCK 4 SYCAMORE POND ADD	153.00

LOT 6 BLOCK 1 CAMBRIA ADD	153.00
LOT 8 BLOCK 3 CAMBRIA ADD	143.00
LOT 7 BLOCK 1 WILLOW CREEK EAST 2ND ADD	143.00
LOT 17 BLOCK 5 BELLECHASE 3RD ADDITION	153.00
LOT 6 BLOCK A MAIZE & 29TH COMMERCIAL ADDITION	163.00
RESERVE D MAIZE & 29TH COMMERCIAL ADDITION	153.00

SECTION 5. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **13th** day of **February, 2018**.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Funding for the Traffic Signal at Kellogg and 111th Street West (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the budget, the change order limit adjustment and adopt the resolution and the change order modification resolution.

Background: The traffic signal at Kellogg and 111th Street West is located halfway between the Kellogg and Maize interchange and the Kellogg and 119th Street West intersection. The signal was installed with the Kellogg freeway project at Tyler and Maize Road which was completed in 2005. On January 30, 2017, a concept of proposed improvements was presented to local businesses showing the removal of the traffic signal and connections to 111th Street West. On May 1, 2017, the concept was presented to the District IV Advisory Board and was unanimously approved. On June 13, 2017, the concept was approved by the City Council. On August 15, 2017, the City Council approved a supplemental design agreement with PEC for final design of the proposed improvements.

Analysis: Improvements include the removal of the traffic signal and connections to 111th Street West, extension of the north frontage road to the west of 111th Street West. The project also includes, creating an entrance ramp onto westbound Kellogg, an auxiliary lane for westbound Kellogg between the entrance ramp and 119th Street West that also serves as an extended right-turn lane for 119th Street West, and a longer left-turn lane for westbound Kellogg at 119th Street West.

Construction is planned to begin in early 2018. After completion of the roadway improvements, the existing traffic signal at 111th will be shut off and the connections to 111th Street West from Kellogg will be closed for a trial period to observe how traffic operates. If Engineering staff determines that the improvements are operating satisfactorily during the trial period, then the traffic signal and the connections to 111th Street West will be permanently removed. If staff determines that traffic operates unsatisfactorily, then the signal will be turned back on. The paving improvements are expected to improve left and right-turn movements at 119th regardless of whether the signal remains.

Due to the size and complexity of the project, staff recommends an increase in the change order limit to 8% of construction contract. Without increasing the change order limit, all change orders above the \$50,000 limit established by ordinance will require approval by the City Council regardless of cost. The approximate six-week process for change order approval will result in significant delay with increased costs.

Financial Considerations: The 2017-2026 Adopted Capital Improvement Program (CIP) includes \$1,250,000 in Local Sales Tax (LST) funding for West Kellogg at 111th Street West in 2017. Staff recommends initiating the \$1,250,000 for construction and staff oversight. Increasing the change order limit will not increase the proposed budget.

Legal Considerations: The resolution and the change order modification resolution have been reviewed and approved as to form by the Law Department.

Recommendations/Action: It is recommended that the City Council approve the budget, adopt the resolution and the change order modification resolution, and authorize the necessary signatures.

Attachments: Resolution, change order modification resolution and budget sheet

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2018

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 472-85393

FUND: 400 Street Improvements

SUBFUND: 400 Freeways

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 1/23/2018

REQUEST DATE:

PROJECT #: 211578

PROJECT TITLE: West Kellogg at 111th Street

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: West Kellogg at 111th Street

OCA #: 707136

OCA TITLE: West Kellogg at 111th Street

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Mike Armour

PHONE #: 268-4598

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9727 GO LST	\$1,250,000.00	2999 Contractuals	\$1,250,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$1,250,000.00

EXPENSE TOTAL: \$1,250,000.00

NOTES:

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE:

DEPARTMENT HEAD:

DATE:

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

RESOLUTION NO. 18-

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, **West Kellogg and 111th Street West** project covered by contract number **472-85393** qualifies as such a major public work construction project. Continued, timely prosecution of that work is in the best interest of the public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, as authorized in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 6th DAY OF February 2018 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the change order limit governing the **West Kellogg and 111th Street West** project covered by contract number **472-85393**. This modification grants City staff authority to approve change orders for the **West Kellogg and 111th Street West** project up to a cumulative cost not exceeding **eight (8%)** of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA
ON THIS 6th DAY OF February, 2018.

JEFF LONGWELL, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

RESOLUTION NO. 18-

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Design, construction, and staff oversight for paving improvements for West Kellogg and 111th Street West (472-85393).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,250,000.00** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
February 6, 2018**

TO: Mayor and City Council

SUBJECT: Grants of Right of Way for Utilities Over City-Owned Property Located in the 100 Block of North Washington (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the grants of right-of-way.

Background: As a result of improvements to 1st and 2nd Street, Westar Energy, also known as Kansas Gas and Electric (KG&E), is required to relocate its existing electrical lines located along the streets from poles to underground conduit. The majority of the required relocations are located within street right of way. Lines located on private property are not required to be relocated underground. There are utility poles crossing the City-owned parking lot in the 100 block of North Washington. KG&E agreed to bury these lines at no cost to the City.

Analysis: The easements impact approximately 4,841 square feet. All surface improvements are located in median or landscaping with no impact on drive lanes or parking spaces. The easement provides that KG&E is responsible to repair any damage to the site incurred by the easement. Also, if the easement area is ever required for a public purpose, KG&E will relocate out of the easement area at its own cost. As KG&E is voluntarily burying the lines at no cost to the City, no compensation is involved in the easement. Cox Communications is currently co-located on KG&E's poles and will relocate with KG&E into conduit underground. Cox has also agreed to a grant of right of way similar to KG&E's.

Financial Considerations: There is no compensation involved in the creation of the easement.

Legal Considerations: The Law Department has reviewed and approved the grant of right-of-way document as to form.

Recommendation/Action: It is recommended that the City Council approve the grants of right-of-way and authorize all necessary signatures.

Attachments: Grants of right-of-way and aerial.

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto Kansas Gas and Electric Company, Inc., hereinafter referred to as Grantee, its successors, assigns, and lessees the right and permit to install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications (the "Work") in, along, under, across, and over certain lands utilized by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

A tract of land for a utility easement to be used by those currently within the boundaries of the below written description and being that part of Lots 5-8, PLAT OF EAST WICHITA, a subdivision of land in the Northwest quarter of Section 21, Township 27 South, Range 1 East of the 6th Principal Meridian, all in the city of Wichita, Sedgwick County, Kansas and being more particularly described as follows:

Commencing the intersection of the South right of way line of 1st Street and the West right of way line of Washington Street, as both have been previously established and said point being the Northeast corner of said Lot 7; thence South 89°11'41" West (Bearings written hereon are based upon the Kansas State Plane Coordinate System, 1983, Kansas South Zone), along the South right of way line of said 1st Street, a distance of 106.35 feet to the **Point of Beginning**; thence South 00°55'03" East, parallel with the West line of said Lot 7, a distance of 106.84 feet; thence North 89°11'09" East, parallel with the South line of said Lot 7, a distance of 106.65 feet to a point on the West right of way line of said Washington Street; thence South 01°04'43" East, along the West right of way line of said Washington Street, a distance of 10.00 feet; thence South 89°11'09" West, parallel with the North line of said Lot 5, a distance of 106.68 feet; thence South 00°55'03" East, parallel with the West line of said Lot 5, a distance of 92.83 feet to a point on the North line of an existing utility easement, duly recorded in Film 1339 at Page 260; thence South 89°10'42" West, along the North line of said utility easement, a distance of 18.00 feet; thence North 00°55'03" West, parallel with the East line of said Lot 6 and the East line of said Lot 8, a distance of 209.67 feet to a point on the North line of said Lot 8, said point also being on the South right of way line of said 1st Street; thence North 89°11'41" East, along the South right of way line of said 1st Street, a distance of 18.00 feet to the **Point of Beginning**. Containing 4,840.63 square feet (0.11 acres) calculated, and subject to all easements, reservations, restrictions, covenants, conditions and right of ways of record.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

All materials and construction methods used on Work shall be equal to or better than that required by the "Westar Transmission Line Construction Specification Manual", current edition. Grantee agrees that highway traffic will be free of interference unless specifically provided for as part of this Grant of Right of Way. Traffic protection shall be in accordance with the "Manual on Uniform Traffic Control Devices", current edition.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of \$500,000.00.

This permit is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the permit herein granted for any public purpose, the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or permit to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2018.

City of Wichita
By Direction of the City Council

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

This instrument was acknowledged, before me this _____ Day of _____, 2018,
by Jeff Longwell, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

Notary Public

SEAL

My Appointment Expires:

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and Director of Law

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto Cox Communications, Inc., hereinafter referred to as Grantee, its successors, assigns, and lessees the right and permit to install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove communication equipment including underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission of communications (the "Work") in, along, under, across, and over certain lands utilized by Grantor situated in Sedgwick County, State of Kansas, and described as follows:

A tract of land for a utility easement to be used by those currently within the boundaries of the below written description and being that part of Lots 5-8, PLAT OF EAST WICHITA, a subdivision of land in the Northwest quarter of Section 21, Township 27 South, Range 1 East of the 6th Principal Meridian, all in the city of Wichita, Sedgwick County, Kansas and being more particularly described as follows:

Commencing the intersection of the South right of way line of 1st Street and the West right of way line of Washington Street, as both have been previously established and said point being the Northeast corner of said Lot 7; thence South 89°11'41" West (Bearings written hereon are based upon the Kansas State Plane Coordinate System, 1983, Kansas South Zone), along the South right of way line of said 1st Street, a distance of 106.35 feet to the **Point of Beginning**; thence South 00°55'03" East, parallel with the West line of said Lot 7, a distance of 106.84 feet; thence North 89°11'09" East, parallel with the South line of said Lot 7, a distance of 106.65 feet to a point on the West right of way line of said Washington Street; thence South 01°04'43" East, along the West right of way line of said Washington Street, a distance of 10.00 feet; thence South 89°11'09" West, parallel with the North line of said Lot 5, a distance of 106.68 feet; thence South 00°55'03" East, parallel with the West line of said Lot 5, a distance of 92.83 feet to a point on the North line of an existing utility easement, duly recorded in Film 1339 at Page 260; thence South 89°10'42" West, along the North line of said utility easement, a distance of 18.00 feet; thence North 00°55'03" West, parallel with the East line of said Lot 6 and the East line of said Lot 8, a distance of 209.67 feet to a point on the North line of said Lot 8, said point also being on the South right of way line of said 1st Street; thence North 89°11'41" East, along the South right of way line of said 1st Street, a distance of 18.00 feet to the **Point of Beginning**. Containing 4,840.63 square feet (0.11 acres) calculated, and subject to all easements, reservations, restrictions, covenants, conditions and right of ways of record.

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

GRANTEE AGREES TO NOTIFY THE CITY AT LEAST 24 HOURS BEFORE THE WORK IS INITIATED AND AGAIN WITHIN FIVE (5) DAYS OF WHEN THE WORK IS COMPLETED. The Work hereunder shall be performed to the satisfaction of the City of Wichita. Grantee will at all times comply with and abide by all rules, notices and regulations of the City of Wichita.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the right-of-way hereunder. Grantee shall procure and maintain liability insurance to protect the public from injuries occurring as a result of the Work and to protect the Grantor from all liability and damages on account of injuries to workers, as provided by law, and to protect the City from all liability and damages occasioned by the Work. Grantee agrees, to file with the City of Wichita, prior to commencement of any work, a "Certificate of Insurance" or other satisfactory evidence to show that Grantee carries Worker's Compensation Insurance, Employer's Liability Insurance, Commercial general liability and/or excess liability, and Commercial Automobile Liability covering Owned, Non-owned and Hired vehicles as recognized by the Commissioner of Insurance of the State of Kansas. All insurance coverage is to be a minimum of \$500,000.00.

This permit is granted by Grantor subject to the following condition and covenant:

At any time in the future, should any public entity require the real property subject to the permit herein granted for any public the Grantee shall promptly remove and or relocate its facilities at the request of said public entity. Any such relocation and or removal shall be at the sole cost and expense of the Grantee. Furthermore, said public entity shall not be required to provide any substitute real property or permit to accommodate the removal and or relocation of Grantee's facilities.

The Grantor, his heirs or assigns, may use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed or placed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this _____ day of _____, 2018.

City of Wichita
By Direction of the City Council

By: _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

This instrument was acknowledged, before me this _____ Day of _____, 2018,
by Jeff Longwell, Mayor and Karen Sublett, City Clerk, of the City of Wichita.

Notary Public

SEAL

My Appointment Expires:

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: Water Treatment Plant Chlorine Scrubber Replacement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project as design-build, approve the budget, and adopt the resolution.

Background: The Wichita Water Treatment Plant (WTP) was constructed in the early 1940's with major upgrades in the 1950's and the mid-1990's. The chlorine scrubber equipment installed in the last WTP upgrade is now 25 years old and is beyond the end of its useful life. The chlorine scrubber unit with associated chlorine gas collection system is a critical safety element in the event of a chlorine leak. This system, including operation and safety practices are regulated by the Kansas Department of Health and Environment due to the impact of a system failure.

Analysis: During routine maintenance and inspection by staff, it was observed the fiberglass lining in the chlorine gas scrubber unit was deteriorating. The loose fiberglass compromises the function of the spray nozzles for neutralizing chlorine gas with caustic soda in the event of a leak. Staff replaced the fiberglass pump inside the unit approximately three years ago due to similar delamination. However, the condition of the vessel, which houses the chlorine scrubber equipment is now beyond repairs that can be performed by staff.

Staff investigated the possibility of cost savings associated with rehabilitating the existing equipment in lieu of replacing with a new unit. The ability to scrub chlorine gas will be interrupted during rehabilitation or replacement, creating a potential hazard to staff and the public. Replacement will be quicker than rehabilitation, and therefore the potential to release chlorine gas is much less. After extensive investigation, it was determined the cost to rehabilitate the scrubber was more than the cost to replace it. Staff recommends replacing the unit in-kind.

The existing roof covering the equipment will need to be removed and replaced to access the chlorine scrubber unit. Due to working within the constraints of existing infrastructure, staff recommends a design-build approach to save the costs to produce bid documents and associated design plans, which could approach the cost of actual construction. A design-build approach also has the potential to reduce costs thru efficiency of construction and reducing the construction delays from change orders, which are likely when working in an old operating facility. Construction delays will increase the risk of releasing chlorine gas. Reducing risk by shortening the duration of construction is a primary safety consideration.

Financial Considerations: The 2017-2026 Adopted Capital Improvement Program includes \$500,000 to replace the chlorine scrubber unit. Staff requests the City Council approve the project budget of \$500,000 for construction and staff inspection and oversight of the project.

The total budget will be funded by water utility cash reserves or future revenue bonds. If revenue bonds are used, an additional 8% will be added for financing costs. The project was included in the most recent cost of service analysis and will not impact rates.

Legal Considerations: The proposed procedure complies with the requirement of Charter Ordinance 228 and standard purchasing procedures. The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the project as a design build, approve the budget, adopt the resolution and authorize the necessary signatures.

Attachment: Resolution, notice of intent and budget sheet.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2018

CIP #: Page 102, Line 32

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION:

Production & Pumping

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 448-90700

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED:

REQUEST DATE:

PROJECT #: 778085

PROJECT TITLE: WTP Chlorine Scrubber Replacement

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WTP Chlorine Scrubber Replacement

OCA #: 638500

OCA TITLE: WTP Chlorine Scrubber Replacement

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Stan Breitenbach

PHONE #: 268-4235

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

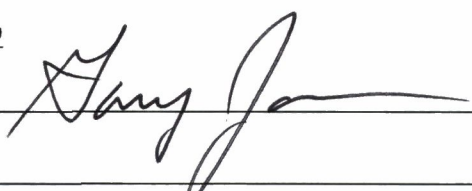
Object Level 3	Budget	Object Level 3	Budget
9813 Cash Transfer In	\$500,000.00	2999 Contractuals	\$500,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$500,000.00

EXPENSE TOTAL: \$500,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DATE: 12/28/17

DEPARTMENT HEAD:

DATE:

BUDGET OFFICER:  for Mark Manning

DATE: 12-28-17

CITY MANAGER:

DATE:

Print Form

RESOLUTION NO. 18-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Treatment Plant Chlorine Scrubber Replacement

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than three-fifths of the members voting in favor thereof, on _____, 2018.

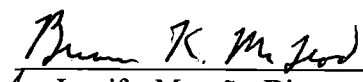
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on _____, 2018.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 18-_____, duly adopted _____, 2018, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Water Treatment Plant Chlorine Scrubber Replacement

(the "Project") at an estimated cost, including related design and engineering expenses of \$500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in an aggregate principal amount not to exceed \$540,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2018.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 18-

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Water Treatment Plant Chlorine Scrubber Replacement using the Design Build Project Delivery Method (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed using the design build method of Project delivery, under which a Contractor and an outside Engineer approved by the Governing Body develop plans and specifications using periodic constructability reviews and progressive pricing to reach a lump sum fixed price. Selection criteria for the Project Design Build Contractor may include successful experience in complex construction environments, the quality of a proposed risk management and safety plan, sufficient capital and financial stability to support project funding to completion, past use of design build processes with intermittent constructability reviews during design, and proven on-schedule performance. The City may convert to a design – bid – build Project delivery format if a fixed price cannot be agreed between Contractor and the City. The estimated cost of the Project, including related design and engineering expenses is \$500,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to

exceed \$540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than three-fifths of the members voting in favor thereof, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

(Published in *The Wichita Eagle*, on February 9, 2018.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 18-_____, duly adopted February 6, 2018, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Water Treatment Plant Chlorine Scrubber Replacement using the Design Build Project Delivery Method (the “Project”) at an estimated cost, including related design and engineering expenses of \$500,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$540,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 6, 2018.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

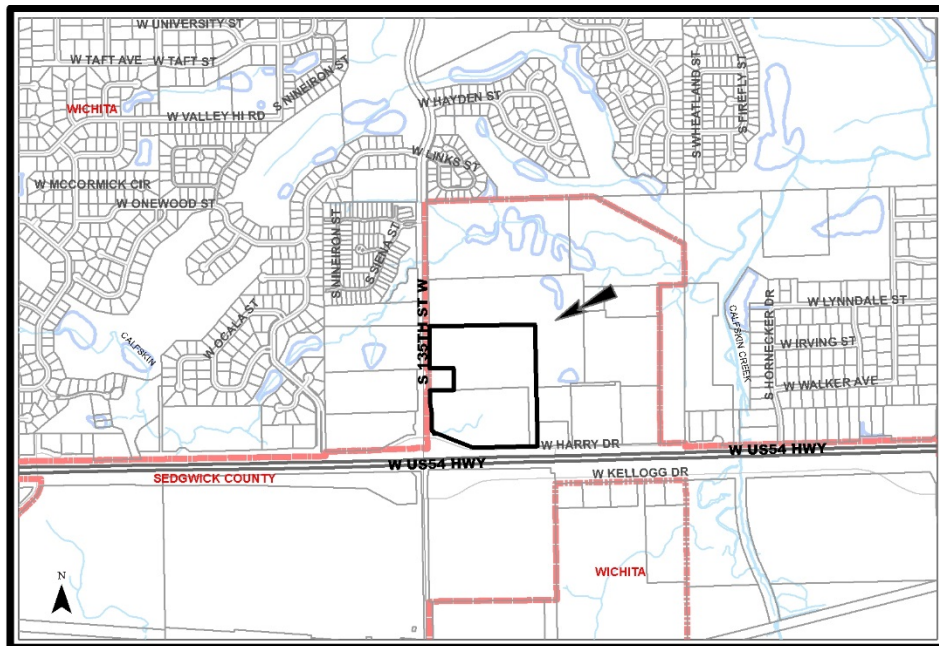
SUBJECT: SUB2017-00026 -- Plat of West Kellogg Commercial Addition Located on the Northeast Corner of Kellogg Drive and South 135th Street West (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (11-0).

Staff Recommendation: Approve the plat.



Background: The site consists of nine lots on 28.12 acres zoned General Commercial (GC). The property was recently annexed into the City of Wichita. A Community Unit Plan (DP-44) was also approved for the site.

Analysis: The applicant has submitted Petitions and a Certificate of Petition for sewer, water and paving improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Declaration of Cross Lot Access and Easement. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: Petition totals are \$923,000, with \$455,000 for the sewer, \$111,000 for the water and \$357,000 for the paving. The funding source for all the projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents and Resolutions as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petition
Drive Approach Closure Certificate
Declaration of Cross Lot Access and Easement
Notice of CUP
Resolutions

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, 135 West Investments, LC, a Kansas limited liability company, and West Kellogg, LC, a Kansas limited liability company, owners of WEST KELLOGG COMMERCIAL ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Left Turn Lane and Decel Lane Improvements


As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within West Kellogg Commercial Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 12th day of January, 2018.

135 West Investments, LC

West Kellogg, LC

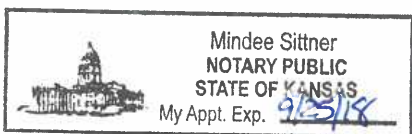
By: 
W. E. Lusk, Jr., Managing Member

By: 
W. E. Lusk, Jr., Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came W. E. Lusk, Jr., as Managing Member of 135 West Investments, LC, a
Kansas limited liability company, personally known to me to be the same person(s)
who executed the within instrument of writing and such person(s) duly acknowledged
the execution of the same, for and on behalf and as the act and deed of said limited
liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



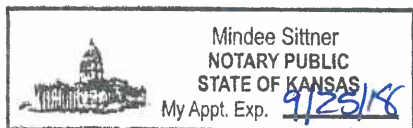
Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came W. E. Lusk, Jr., as Manager of West Kellogg, LC, a Kansas limited
liability company, personally known to me to be the same person(s) who executed the
within instrument of writing and such person(s) duly acknowledged the execution of
the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
State of Kansas) SS:


135 West Investments, LC, a Kansas limited liability company, and West Kellogg, LC, a Kansas limited liability company, owners of that certain real property to be known as **West Kellogg Commercial Addition, Wichita, Sedgwick County, Kansas**, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on 135th Street West in excess of the two allowed per said platting requirements shall be closed, and any existing drive approaches on Kellogg Dr. in excess of the one allowed per said platting requirements shall be closed.


This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 12th day of January, 2018.

135 West Investments, LC

West Kellogg, LC

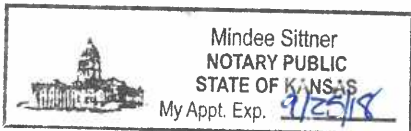
By: 
W. E. Lusk, Jr., Managing Member

By: 
W. E. Lusk, Jr., Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came W. E. Lusk, Jr., as Managing Member of 135 West Investments, LC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



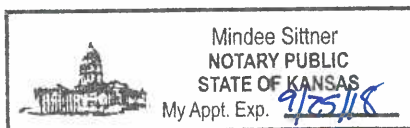
Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came W. E. Lusk, Jr., as Manager of West Kellogg, LC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 12th day of January, 2018, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 9, Block A, West Kellogg Commercial Addition, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said West Kellogg Commercial Addition.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

135 West Investments, LC

West Kellogg, LC

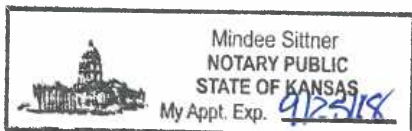
By: 
W. E. Lusk, Jr., Managing Member

By: 
W. E. Lusk, Jr., Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came W. E. Lusk, Jr., as Managing Member of 135 West Investments, LC, a
Kansas limited liability company, personally known to me to be the same person(s)
who executed the within instrument of writing and such person(s) duly acknowledged
the execution of the same, for and on behalf and as the act and deed of said limited
liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Mindee Sittner

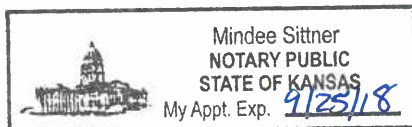
Notary Public

(My Appointment Expires: 9/25/18)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came W. E. Lusk, Jr., as Manager of West Kellogg, LC, a Kansas limited
liability company, personally known to me to be the same person(s) who executed the
within instrument of writing and such person(s) duly acknowledged the execution of
the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Mindee Sittner

Notary Public

(My Appointment Expires: 9/25/18)

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 12th day of January, 2018, by 135 West Investments, LC, a Kansas limited liability company, and West Kellogg, LC, a Kansas limited liability company, hereinafter called Declarants.

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

WEST KELLOGG COMMERCIAL ADDITION

Lots 1 through 9, Block A

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as West Kellogg Commercial Community Unit Plan (DP-344).


NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above described real property. The Metropolitan Area Planning Department is located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.


The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to said West Kellogg Commercial Addition.

EXECUTED the day and year first written above.

135 West Investments, LC

West Kellogg, LC

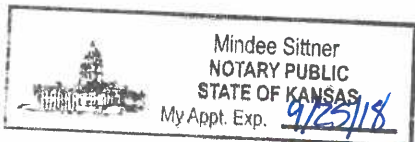
By: 
W. E. Lusk, Jr., Managing Member

By: 
W. E. Lusk, Jr., Manager

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came W. E. Lusk, Jr., as Managing Member of 135 West Investments, LC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



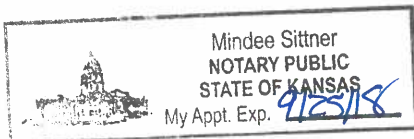
Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 12th day of January, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came W. E. Lusk, Jr., as Manager of West Kellogg, LC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Mindee Sittner
Notary Public

(My Appointment Expires: 9/25/18)

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-034

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 69, COWSKIN INTERCEPTOR SEWER – WEST KELLOGG COMMERCIAL ADDITION/NORTH OF KELLOGG, EAST OF 135TH STREET WEST) (468-85297).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by the **owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the Improvements is **\$455,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**WEST KELLOGG COMMERCIAL ADDITION
Lots 1 through 9, Block A**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 1, Block A, West Kellogg Commercial Addition shall pay 60/100 of the total cost of the improvements; and Lots 2 through 9, Block A, West Kellogg Commercial Addition shall each pay 5/100 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sanitary sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$61,271 assessed equally among all property on a fractional basis as described below:**

Lot 1, Block A, West Kellogg Commercial Addition shall pay 60/100; and Lots 2 through 9, Block A, West Kellogg Commercial Addition shall each pay 5/100.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-035

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LEFT TURN LANE AND RIGHT TURN DECEL LANE PAVING IMPROVEMENTS – WEST KELLOGG COMMERCIAL ADDITION/NORTH OF KELLOGG, EAST OF 135TH STREET WEST) (472-85438).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The Improvements proposed to be made are as follows (the "Improvements"):

Construction of a decel lane on 135th St. W. from the south line of Lot 5 to the north line of Lot 2 to service the two major openings, and left turn lane accommodations and restriping, with drainage to be installed where necessary.

That sidewalk be constructed on the east side of 135th St. W. from the north line of Lot 4 to the north line of the plat, with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

b) The estimated or probable cost of the proposed Improvements is: **\$357,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

WEST KELLOGG COMMERCIAL ADDITION
Lots 1 through 9, Block A

- (d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 1, Block A, West Kellogg Commercial Addition shall pay 60/100 of the total cost of the improvements; and Lots 2 through 9, Block A, West Kellogg Commercial Addition shall each pay 5/100 of the total cost of the improvements.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-036

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – WEST KELLOGG COMMERCIAL ADDITION/NORTH OF KELLOGG, EAST OF 135TH STREET WEST) (448-90883).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) The improvement proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$111,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**WEST KELLOGG COMMERCIAL ADDITION
Lots 1 through 9, Block A**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 1, Block A, West Kellogg Commercial Addition shall pay 60/100 of the total cost of the improvements; and Lots 2 through 9, Block A West Kellogg Commercial Addition shall each pay 5/100 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$31,861 assessed equally among all property on a fractional basis as described below:**

Lot 1, Block A, West Kellogg Commercial Addition shall pay 60/100; and Lots 2 through 9, Block A, West Kellogg Commercial Addition shall each pay 5/100.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

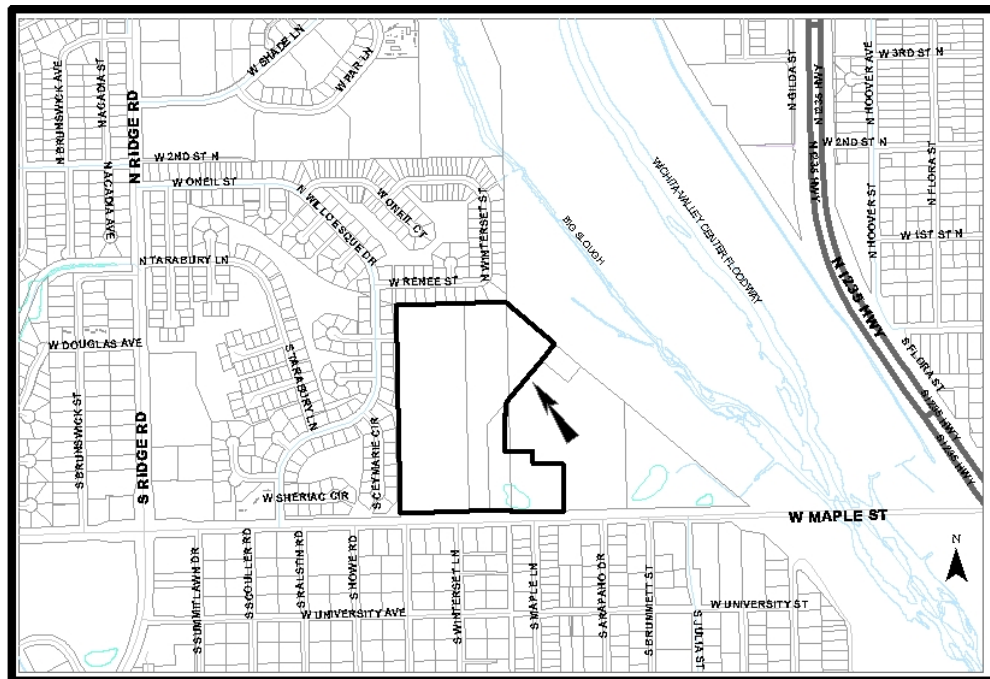
SUBJECT: SUB2017-00048 -- Plat of Central Community Church Addition Located on the North Side of West Maple Street, East of South Ridge Road (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (9-0)

Staff Recommendation: Approve the plat.



Background: The site consists of four lots on 33.47 acres. A zone change (PUD2017-00010) has been approved from Single-Family Residential (SF-5) to Planned Unit Development (PUD#57).

Analysis: The applicant has submitted Petitions and a Certificate of Petition for water, sewer and street improvements. The applicant has submitted an Encroachment Agreement. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Planned Unit Development (PUD) identifying the approved PUD and special conditions for development. The site is within the noise impact area of Wichita Dwight D. Eisenhower National Airport; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Cross-lot Circulation Agreement. The applicant has submitted an Emergency Access Easement.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: The Petition totals are \$387,000, with \$57,000 for the water, \$80,000 for the sanitary sewer and \$250,000 for the paving. The improvement district will be assessed a water main benefit fee of \$30,324 and a sewer main benefit fee of \$58,316. The funding source for the three projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents and Resolutions as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petition
Encroachment Agreement
Restrictive Covenants
Notice of PUD
Avigational Easement
Cross-lot Circulation Agreement
Emergency Access Easement
Resolutions

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

I, KEITH A. MOYER, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, owner of Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer
2. Interior Water
3. Paving Improvements

As a result of the above-mentioned petition for improvements, lots or portions thereof within Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 11 day of JAN, 2018.

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation

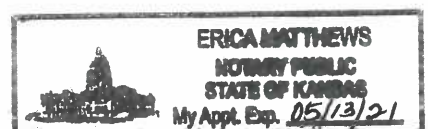
Keith A. Moyer President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 11th day of Jan, 2018 by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

Erica Matthews, Notary Public
(signature of notary officer)

My appointment expires: May 13th, 2021.



ENCROACHMENT AGREEMENT
EA 2018-0001

THIS ENCROACHMENT AGREEMENT, made this 11 day of JAN, 2018, by and between Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, party of the first part (hereinafter referred to as "Owner") and the City of Wichita, party of the second part (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the public has been or will be granted easements within the boundary of Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, either by virtue of the plat or separate instrument (hereinafter referred to as "Easements"); and

WHEREAS, Owner desires or may desire to construct private improvements within said Easements (hereinafter referred to as "Improvements");

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) City hereby agrees to allow Owner to construct Improvements without footings within said Easements limited to pavement, concrete slabs, pavers and landscaping including irrigation systems and berms, and trash enclosures (non-structural fence only), provided that no Improvement shall cause a waterline within Easements to be buried in excess of seven feet, nor cause an existing manhole to be deeper than allowed by its diameter per City Specifications;

And to construct Improvements with footings within said Easements limited to light poles (including electrical conduit, perpendicular to easement, directly to light pole), signs and non-structural fenceposts, provided that a minimum of five horizontal feet of clear space is maintained between all said footings and the outside of the nearest utility pipe when measured horizontally. Masonry walls may cross Easements provided all footings are outside the Easements.

Any manholes, valves, meters and/or fire hydrants buried by Improvements shall be adjusted to grade at the expense of Owner with engineered plans approved by the City Engineer. No Improvements may obstruct surface drainage.

Improvements other than indicated in this Agreement require a separate Use of Easement permit as per Title 10 of the City Code including the annual usage fee and insurance

requirement.

- (2) Owner covenants and agrees that it will not begin construction of any Improvements with footings, trash enclosures, or berms without first submitting an **Encroachment Exhibit** including plan, profile, footing detail and specifications for such Improvements to the City Engineer for approval by the City Engineer and all franchised utilities. An **Encroachment Exhibit Submittal Form** shall accompany the Exhibit. The City Engineer and franchised utilities reserve the right to require adjustments to locations of Improvements. Owner further covenants and agrees that City, its successors and assigns, shall have no responsibility or obligation for the maintenance or repair of any Improvements, with or without footings. In the event that the Improvements are in need of repair, **Owner shall be responsible for the cost of any maintenance, reconstruction, and/or repair of any Improvements including pavement.** An Encroachment Exhibit shall be submitted to the City Engineer's Office for each encroachment instance.
- (3) In the event that any utility permitted within Easements is planned for construction or requires repair and/or maintenance and the same construction or repair is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, Owner shall be obligated to (a) allow City to damage or remove by the best practices of the construction industry, any Improvements within said Easements; (b) remove Improvements and clear Easements; or (c) pay the costs of tunneling under Improvements to allow for construction, repair and/or maintenance of the permitted utility. After being notified by City of the planned repair, maintenance or construction, Owner shall have fifteen (15) days to notify City of its option. If removal of the structure is selected, then Owner shall have 30 days from the date in which the Owner communicated its selection to the City to complete the removal of said Improvements. If Owner fails to remove Improvements or agree to pay the costs of tunneling under Improvements within thirty (30) days, City may remove or damage any Improvements within Easements, with Owner being responsible to pay the costs to remove and replace that portion of Improvements within Easements. The time to select an option or remove Improvements may be extended by City in writing. City is not obligated to repair or replace Improvements.
- (4) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any permitted utility within Easements, and the same repair and/or maintenance is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, City may damage or remove by the best practices of the construction industry, Improvements within Easements, with the Owner being responsible to pay the costs to remove that portion of Improvements within Easements. City is not obligated to repair or replace Improvements including pavement.
- (5) Owner agrees to protect and indemnify City and adjacent property owners against any increased cost related to new extensions for future development or service connections that may accrue to them due to the necessity of construction of greater distance to avoid conflicts with any Improvements that may be built within Easements. In the event Owner fails to provide such indemnification, Owner agrees that City may charge any cost incurred by the greater distance against the property of Owner.
- (6) Owner agrees to indemnify and hold harmless City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said utility within Easements for which injury and/or damage is caused by the presence of Improvements. Owner hereby releases City from any and all claims that it might have for

property damage caused by work performed by City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the Easements.

- (7) **Owner agrees to pay the current Easement Use Permit application fee** per Title 10 of Municipal Code for Improvements with footings and trash enclosures for each Encroachment Exhibit submitted. There will be no recurring annual fee or insurance requirements for the encroachments allowed by this Agreement.
- (8) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as Improvements contemplated by this agreement are in existence.
- (9) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF: The parties hereto have caused these presents to be executed in their names the day and year set forth above.

OWNER

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation

By Keith Mayer

President of the Church Council

STATE OF KANSAS, SEDGWICK COUNTY, ss:

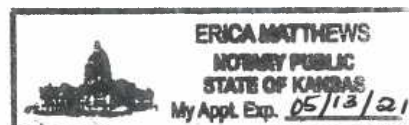
BE IT REMEMBERED, that on this 10th day of Jan., 2018, before me, a Notary Public, in and for said county and state aforesaid, came Keith Mayer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Erica Matthews

Notary Public

My Appointment Expires: 05/13/21



CITY ENGINEER

Gary Janzen
Gary Janzen, P.E.

RESTRICTIVE COVENANT

THIS DECLARATION made this 11TH day of JANUARY, 2018, by Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation,

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Central Community Church, an Addition to Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

Maintenance of Reserves A, B, and C, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, shall be the responsibility of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation.

In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

1. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

2. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest
to First Church of God of Wichita, Kansas, Inc., a corporation

Kathleen Mayne President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 11th day of Jan, 2018 by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

_____, Notary Public
(signature of notary officer)

My appointment expires: May 13, 2021.



RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING CENTRAL COMMUNITY CHURCH

THIS DECLARATION mad this 11 day of JAN, 2018 by Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation.

WITNESSETH

WHEREAS, Grantor is owner of Central Community Church, an Addition to Wichita, Sedgwick County, Kansas,

AND WHEREAS, the Grantor's property is located near the flight path of Eisenhower Airport and is accordingly subject to considerable noise from the operation of aircraft and jet blast which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, THE Metropolitan Area Planning Commission in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area:

NOW THEREFORE, Grantor, hereby declares that Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to-wit

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof

EXECUTED the date and year first above written.

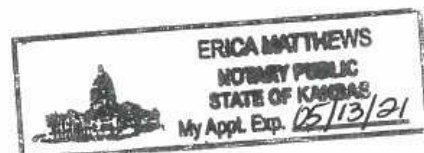
Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest
to First Church of God of Wichita, Kansas, Inc., a corporation

Keith Moyer President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 11th day of Jan., 2018 by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

Erica Matthews



NOTICE OF PLANNED UNIT DEVELOPMENT
(CENTRAL COMMUNITY CHURCH) (PUD-57)

THIS NOTICE made this 11 day of JAN, 2018, by KEITH A. MOYER, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

CENTRAL COMMUNITY CHURCH, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

and

WHEREAS, Declarant is desirous to file notice that a Planned Unit Development has been approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 2nd Floor, 271 W. Third, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved planned unit development (CENTRAL COMMUNITY CHURCH) (PUD-57) has placed restrictions on the use and requirements on the development of the above-described real property. The planned unit development shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 - 4, Block 1, and Reserves A, B and C, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation

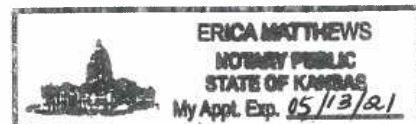
Keith Moyer President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 11th day of Jan., 2018 by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

Erica Matthews, Notary Public
(signature of notary officer)

My appointment expires: May 13th, 2021.



AVIGATION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1, 2, 3 and 4, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas,

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grand any right to private persons or corporations.

"Navigable Airspace" means air space above the minim altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNES WHEREOF: The grantor has signed these presents this 11 day of JAN, 2018.

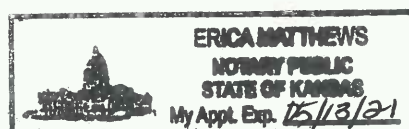
Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation

Keith A. Moyer President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 11th day of Jan., 2018 by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

Erica Matthews



CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 11 day of JAN, 2018 by the undersigned,

WITNESSETH; That,

WHEREAS, Declarants are the owners of the following described property:

Lots 1, 2, 3 and 4, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas.

and

WHEREAS, it is desirable to provide a cross-lot circulation agreement for the benefit of the above described property; and

WHEREAS, Declarants are the owners of parcels of land, which combined comprise the property to be burdened by said agreement and desire hereby to establish cross-lot circulation agreement serving said property.

NOW, THEREFORE, Declarants hereby declare and establish the cross-lot circulation agreement, as follows:

1. Declarants grant to all future Owners, their agents, assigns, lessees, customers invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the above described property for driveways, walkways, ingress and egress, parking motor vehicles. All entrances, exits, aisle ways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.
2. Declarants further agree to extend this agreement to the owner and future owners of any or all lots platted as Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, at such time that it might become desirable for the owners of Central Community Church, an Addition to Wichita, Sedgwick County, Kansas to enter into such an agreement.
3. Declarants further agree to convey public pedestrian easements over the private streets within the addition for access between Douglas Circle and Hope Street.

4. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefit of and be binding upon Declarants and their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest
to First Church of God of Wichita, Kansas, Inc., a corporation

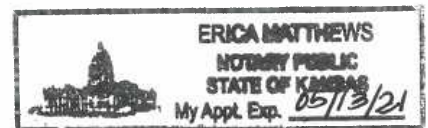
Keith A. Moyer President of the Church Council

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 1st day of Jan.,
2018, by Keith Moyer, President of the Church Council of Central Community
Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas,
Inc., a corporation, on behalf of the church.

Erica Matthews, Notary Public
(Signature of notary officer)

My appointment expires: May 13, 2021.



EMERGENCY ACCESS EASEMENT

This Easement made this 11 day of JAN, 2018, by and between Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, parties of the first part and The City of Wichita, a Municipal Corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of ingress and egress of emergency personal and equipment and driveway purposes over the following described real estate situated in Wichita, Sedgwick County, Kansas, to-wit:

That part of Lot 1, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas, described as commencing at the northwest corner of said Lot 1; thence S01°15'36"E along the west line of said Lot 1, 204.71 feet to the north right of way line of Douglas Circle as platted in Willo-Esque Second, Wichita, Sedgwick County, Kansas, for a place of beginning; thence N88°44'24"E, 120.00 feet; thence S01°15'36"E, 64.00 feet; thence S88°44'24"W, 120.00 feet to said west line; thence N01°15'36"W along said west line, 64.00 feet to the place of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, maintaining, and repairing such emergency access easement.

The driving surface shall be constructed of asphalt or concrete, and shall conform to the City of Wichita paving standards. Installation of the pavement, standard gating and signing per City Fire Department standards shall be constructed and/or installed prior to any occupancy permits being granted by the Metropolitan Area Building and Construction Department for Lot 1, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas. Maintenance of the improvements located within the Emergency Access Easement shall be the responsibility of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, their successors and/or assigns.

IN WITNESS WHEREOF, the said first party has signed these presents the day and year first above written.

EXECUTED the day and year first written above.

Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest
to First Church of God of Wichita, Kansas, Inc., a corporation

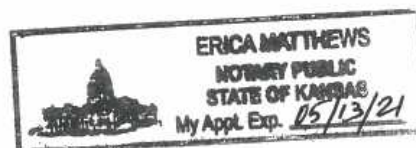
Kathleen Mayne President of the Church Council

State of Kansas)
) SS
Sedgwick County)

Sedgwick County)

The foregoing instrument was acknowledged before me this 1st day of Jan, 2018, by Keith Moyer, President of the Church Council of Central Community Church of God of Wichita, Kansas, Inc., successor-in-interest to First Church of God of Wichita, Kansas, Inc., a corporation, on behalf of the church.

corporation, on behalf of the church.
Evan Matthews, Notary Public
 (Signature of notary officer)



My appointment expires: May 13, 2021

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-037

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 564, SOUTHWEST INTERCEPTOR SEWER – CENTRAL COMMUNITY CHURCH ADDITION/NORTH OF MAPLE, EAST OF RIDGE) (468-85296).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$80,000 (Eighty Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-4, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas.

(d) The method of assessment is: **equally per lot (4 lots).**

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sanitary sewer** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner:

Lot 1, Block 1 – Benefit Fee =\$15,991.00

Lot 2, Block 1 – Benefit Fee =\$19,568.00

Lot 3, Block 1 – Benefit Fee =\$22,757.00

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-038

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – CENTRAL COMMUNITY CHURCH ADDITION/NORTH OF MAPLE, EAST OF RIDGE) (472-85437).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on HOPE STREET from the north line of Maple Street through and including cul-de-sac. Drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: **\$250,000 (Two Hundred Fifty Thousand Dollars)** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Lots 1-4, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (4 lots).**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on February 9, 2018)

RESOLUTION NO. 18-039

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – CENTRAL COMMUNITY CHURCH ADDITION/NORTH OF MAPLE, EAST OF RIDGE) (448-90882).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) The improvement proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$57,000 (Fifty Seven Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-4, Block 1, Central Community Church, an Addition to Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment is: **equally per lot (4 lots).**

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water improvements** that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner:

Lot 1, Block 1 – Benefit Fee =\$8,315.00

Lot 2, Block 1 – Benefit Fee =\$10,175.00

Lot 3, Block 1 – Benefit Fee =\$11,834.00

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on February 6, 2018.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
February 6, 2018

TO: Mayor and City Council

SUBJECT: ZON2017-00053 – City Zone Change Request from Go General Office (GO) to LC Limited Commercial (LC) on Property Located on the South Side of East Central Avenue between Edgemoor Drive and Woodlawn Boulevard, 5759 East Central Avenue (District I)

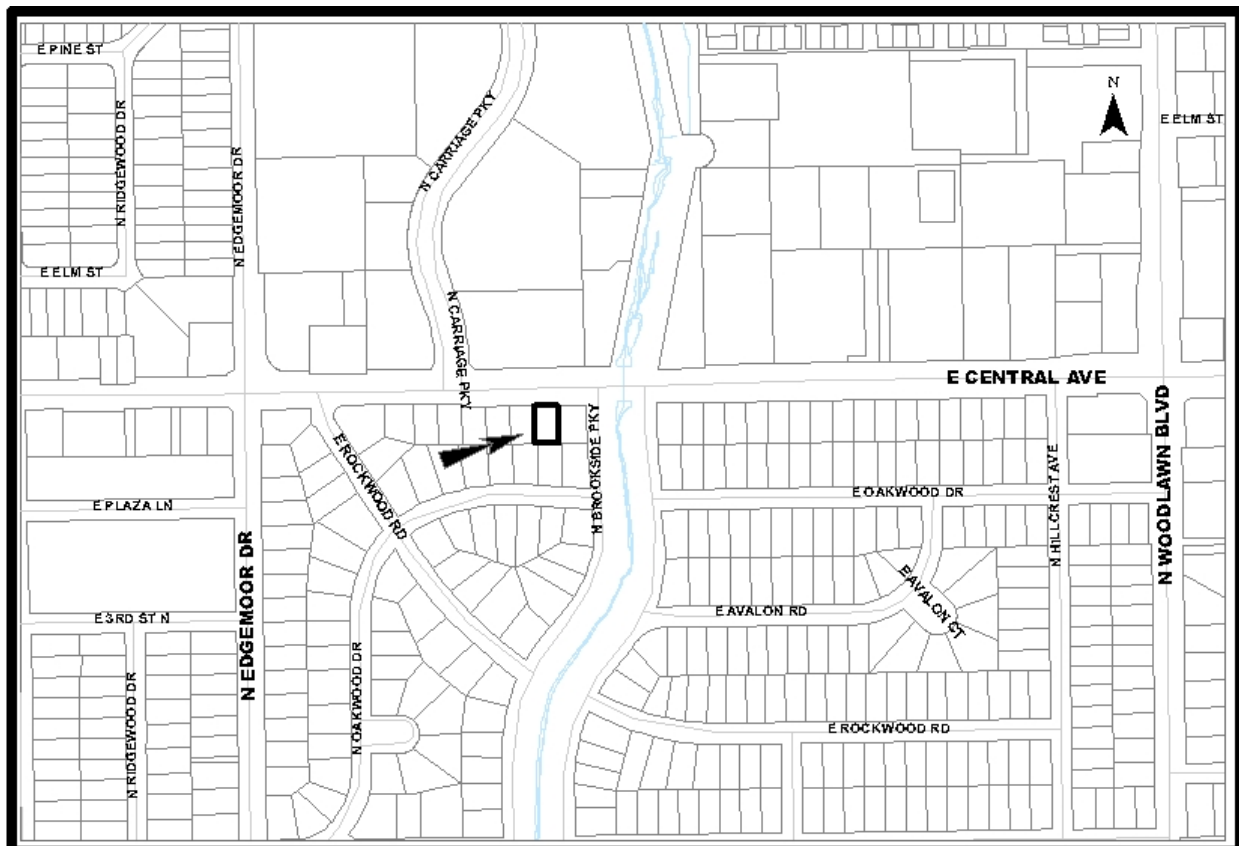
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning

MAPC Recommendation: The MAPC recommended approval of the request to rezone to NR Neighborhood Retail (NR), subject to staff's recommendations (9-0).

DAB Recommendation: District Advisory Board (DAB) I reviewed the application at its meeting of January 2, 2018, and recommended approval, subject to staff's recommendations and an addition of a Protective Overlay prohibiting businesses engaged in providing loans secured by car titles or other similar forms of security, by a 9-0 vote.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of rezoning to NR Neighborhood Retail (NR), subject to staff's recommendations.



Background: The applicant is requesting the rezoning of the property to LC Limited Commercial (LC) in order to broaden the potential tenants that might occupy the premises legally. The applicant recently acquired this property, which has formerly been occupied by a Hair Salon and other similar uses, even though it is zoned GO General Office (GO), which does not permit personal care service businesses.

In late 1986, a number of property owners of those properties on the south side of Central Avenue between Rockwood Road and Hillcrest Avenue requested rezoning from residential to a commercial use. The City Council, following considerable discussion, adopted a policy generally stating that all those properties would be supported for GO General Office zoning subject to a number of conditions relating to replatting and some improvement requirements to Central Avenue. The policy indicated requests for more intensive zoning (such as LC Limited Commercial) or expansions to the residential neighborhood to the south would not be supported.

There have been requests submitted for some specific uses not permitted in the GO General Office district and those have been approved through certain Conditional Uses, such as a Conditional Use for a tailor shop at 6019 East Central and another personal care service at 5921 East Central. According to the records, all requests for more intensive zoning have generally been denied until about 2008 when some isolated properties were rezoned from GO General Office to NR Neighborhood Retail (NR). However, there have been no rezonings approved for this area more intensive than NR Neighborhood Retail.

As outlined in the Staff Report, staff recommended the rezoning be approved, but only to the NR Neighborhood Retail District.

Analysis: On December 21, 2017, the Metropolitan Area Planning Commission (MAPC) recommended approval of NR Neighborhood Retail instead of the LC Limited Commercial, subject to staff's recommendation's (9-0). The applicant/owner was present and requested the LC Limited Commercial zoning with comments indicating the LC category provided a greater list of uses the might be more marketable. No members of the public spoke at the MAPC hearing. The minutes of the MAPC hearing are attached.

The District Advisory Board (DAB) I reviewed the application at its meeting of January 2, 2018, and recommended approval NR Neighborhood Retail, subject to staff's recommendations, by a 9-0 vote, subject to the addition of a Protective Overlay which would prohibit businesses engaged in providing loans secured by car titles or other similar forms of security, which would be permitted in the GO General Office zoning district.

No protest petitions were submitted concerning the rezoning. The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council; 1) adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes); 2) override the recommendation of the MAPC (requires six of seven votes) and adopt the recommendation of the DAB I board to rezone to NR Neighborhood Retail with a Protection Overlay prohibiting businesses engaged in providing loans secured by car titles or other similar forms of security should; 3) deny the request to rezone the property (requires six of seven votes); or 4) return the request to the MAPC for reconsideration, giving reasons for the return (requires four of seven votes).

Attachments: MAPC minutes
DAB I Report
Ordinance

**EXCERPT MINUTES OF DECEMBER 21, 2017, WICHITA-SEDGWICK COUNTY METROPOLITAN
AREA PLANNING COMMISSION MEETING**

Case No.: ZON2017-00053 –City Zone Change from GO General Office to LC Limited Commercial to allow retail sales; generally located east of Edgemoor and Central on the south side of Central Avenue (5759 E. Central)

BACKGROUND: The applicant recently acquired this property, which has formerly been occupied by a Hair Salon and other similar uses, even though it is zoned GO General Office (GO), which does not permit personal care service businesses. The applicant is requesting the rezoning of the property to LC Limited Commercial (LC) in order to broaden the potential tenants that might occupy the premises legally.

The background for this area provides the necessary policy considerations for this request.

In late 1986, a number of property owners of those properties on the south side of Central Avenue between Rockwood Road and Hillcrest Avenue requested rezoning from residential to a commercial use. The City Council, following considerable discussion, adopted a policy generally stating that all those properties would be supported for GO General Office zoning subject to a number of conditions relating to replatting and some improvement requirements to Central Avenue. The policy indicated requests for more intensive zoning (such as LC Limited Commercial) or expansions to the residential neighborhood to the south would not be supported.

Within the policy area noted above, there have been requests submitted for some specific uses not permitted in the GO General Office district and those have been approved through certain Conditional Uses, such as a Conditional Use for a tailor shop at 6019 East Central and another personal care service at 5921 East Central. According to the records, all requests for more intensive zoning have generally been denied until about 2008 when some isolated properties were rezoned from GO General Office to NR Neighborhood Retail (NR). However, there have been no rezonings approved for this area more intensive than NR Neighborhood Retail.

Staff met with the applicant to review this history and discussion the policy opposition to LC Limited Commercial zoning. The result of that discussion is a listing of uses permitted in LC Limited Commercial the applicant/owner specifically wishes to have included in the zoning approval of the request. Those uses are as follows:

1. Government Service
2. University or College
3. Animal Care, Limited
4. Pawnshop
5. Secondhand Store
6. Tattooing/City
7. Tavern & Drinking Establishment
8. Vocational School

The above uses are not permitted in the NR Neighborhood Retail zoning district.

The applicant asked about having a Protective Overlay that would add these uses to an NR Neighborhood Retail rezoning; however, under the terms of the Unified Zoning Code it is not possible to add uses with a Protective Overlay. The only option would be to approve LC Limited Commercial Zoning and restrict all uses except for those requested by the applicant. This idea cannot be supported by staff because it violates the policy of the City Council since 1987, and would introduce LC Limited Commercial zoning to the south side of Central Avenue between Rockwood Road and Hillcrest Avenue.

As such, the position of staff is to deny this request, but recommend NR Neighborhood Retail zoning for the property at 5759 East Central, which is permitted by the Unified Zoning Code.

NEIGHBORHOOD INFORMATION: The surrounding neighborhood is a mixture of commercial and residential uses. All of the property on the north side of Central Avenue from Woodlawn Boulevard to Edgemoor Drive is zoned LC Limited Commercial and used commercially. However, these properties have been developed more in a “commercial strip” character on larger lots. There are also commercial nodes at the intersections of Central Avenue with Edgemoor Drive and Woodlawn Boulevard.

The individual properties along the south side of Central Avenue between Rockwood Road and Hillcrest Avenue, which were originally designed and constructed as single-family residential properties on more standard residential lots, have retained their general residential appearance but have seen conversion to more commercial uses over the past several years; mostly as a result of the rezoning of this area in 1987 noted above.

All the neighborhood to the south remains zoned SF-5 Single Family Residential (SF-5) with some TF-3 Two Family Residential zoning toward the east end of that neighborhood toward Hillcrest Avenue.

As noted earlier, the bulk of the properties on the south side of Central Avenue were rezoned GO General Office in 1987, with some additional individual cases dealing with some Conditional Use permits and a couple of rezonings to NR Neighborhood Retail between Rockwood Road and Hillcrest Avenue.

CASE HISTORY: This particular property was included in a general rezoning to GO General Office in 1987 as noted above. The zoning classification as that time was “BB” Office District under the old Zoning Regulations of the City. This property was included in the Atkisson Addition to the City of Wichita, which was approved in May of 1988 and recorded with the Register of Deeds in June of 1988.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	commercial
SOUTH:	SF-5	residential
EAST:	GO	commercial
WEST:	GO	commercial

PUBLIC SERVICES: Central Avenue is a fully improved commercial four-lane arterial street with turn lanes provided at certain intersections. The site is served by all municipal and private utilities and services.

CONFORMANCE TO PLANS/POLICIES: The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the area in which the site is located as appropriate for New Employment within the established Central Area. The recommended rezoning is consistent with the spirit and intent of the Comprehensive Plan and the policies attached to the designation given to this property.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends deny the request as submitted and recommend approval of the zoning change from GO General Office to NR Neighborhood Retail. This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Central Avenue is a commercial corridor; however specific actions have been taken in the past to protect the integrity of the residential development to the south of the subject property. The recommended action maintains the previous policies for this neighborhood.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is presently zoned GO General Office, but has been used more as a NR Neighborhood Retail site. This is consistent

with other uses in the immediate vicinity. GO General Office restricts the property primarily to just office uses, which does limit the potential future uses of the property to some degree.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed NR zoning is appropriate.
4. Length of time the property has been vacant as currently zoned: The property has been occupied in the past under the current zoning classification; however some of the tenant businesses may not have been fully in compliance with the GO General Office zoning. The change to NR broadens the potential uses for the site.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the area in which the site is located as appropriate for New Employment. The rezoning of the site would enhance the marketability of the property; thereby providing a greater tax base and employment opportunities.
7. Impact of the proposed development on community facilities: Rezoning of the property would not have any impact on community facilities or resources. All public improvements are available to serve the property.

DAVE YEAROUT, Planning Staff presents the Staff Report.

MILER STEVENS asked what he would gain with the NR, Neighborhood Retail.

YEAROUT replied a longer list of uses that are more intensive. He said the big issue would be restaurants with a drive thru, some nightclub uses and other more intensive uses. He adds that this is a very small lot and the idea on the southside has been more limited, i.e. offices uses consistent with GC, General Office and even some of the NR zoning.

DANIEL MERSHON, 248 S. DEL ROSE, WICHITA, KS said he applied for LC, Limited Commercial because he thought it would give him the most opportunity to get a renter. He said one thing he noticed on the east side of town is that there is a lot of development but no much area to develop and saw an opportunity on the west side of town. He thought LC, Limited Commercial would be a good zoning to go with, adding that is currently zoned GO, General office. He said he can't do much, i.e. retail, personal care, personal improvement and mentioned that there are other places along the south side who are not in compliance with the GO zoning. He has owned the property for about three four months and wants to comply with the correct zoning. He requested limited commercial to have the ability for small and limited government type entity who would want to rent or a University, College, animal care, a small pawnshop, a small second hand store, or a tattooing parlor, which are not allowed in neighborhood residential. He adds that the area is different, one the busiest arteries in the City, and yet there is industry on the north but not opening tot the south. He noticed on Central and north of Kellogg there is an area that a businessperson bought a few lots and was granted LC. He said for the future of the City there is an opportunity to give precedent for LC to be allowed on the south side. If he has the opportunity to purchase more properties, he would do it. He adds without backup from the City he probably would not acquire more properties. He states other investors will be looking for that, since in 1987, there was a change when it was rezoned thirty years ago. He would like to ask a change for the future. He said the question is what do they want the site to be thirty years from now. The possibility of Limited Commercial, the possibility of growth and more jobs or limited to NR, Neighborhood Retail.

CHAIR J. JOHNSON said with regards to the applicant's comment of properties not being compliance with zoning, he said a number of those properties are NR, Neighborhood Retail with a protective overlay.

MERSHON said he does not have solid evidence on that, nor is he trying to point fingers at others. He said the property he bought was previously used as a tailor shop, catering service, hairstylist salon and all were non-compliant. He said since he bought it, he did his research, and wants it to comply.

FOSTER said the staff report mentions some of the uses, and it mentions some of them may have been approved for a conditional use process. He said he looked at the NR zoning and asked if he as looked at the neighborhood retail that would allow him to expand to personal care service would be allowed.

MERSHON responds that he is aware that NR is about eighty percent in LC, however GO would not be enough. He said he would have to turn down possible renters, unless they wanted to use it just as an office.

FOSTER said he could consider the conditional use process to go above and beyond the NR.

MERSHON said he considered that and explained that he would have to change it every time and by the time the two or three month process was done, the renter would be gone.

FOSTER asked the applicant if he would be willing to accept the NR zoning.

CHAIR J. JOHNSON asked if there is any public comment. No public comment. He brings the case back to the Commission for action.

GREENE moves to take the recommended action.

MILES seconds motion.

FOSTER offers a substitute motion for approval of NR zoning on the property. He thinks as seen no only in the staff report but by the applicant that there are uses from the NR zoning districts already in place.

GREENE comments that the recommend action by staff is to deny Limited Commercial and approve Neighborhood Retail.

FOSTER said he withdraws the substitute motion, and supports the original motion.

MOTION: To approve subject to staff recommendation

GREENE moved, **MILES** seconded the motion, and it carried (9-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council

FROM: Kameelah Alexander, Office of Community Services

SUBJECT: ZON2017-00053 GO General Office to LC Limited Commercial

DATE: January 3, 2018

On Tuesday, January 2, 2018, the District I Advisory Board considered a zone change request from GO General Office to LC Limited Commercial. The applicant recently acquired this property, which has formerly been occupied by a Hair Salon and other similar uses, even though it is zoned GO General Office (GO), which does not permit personal care service businesses. The applicant is requesting the rezoning of the property to LC Limited Commercial (LC) in order to broaden the potential tenants that might occupy the premises legally.

The background for this area provides the necessary policy considerations for this request.

In late 1986, a number of property owners of those properties on the south side of Central Avenue between Rockwood Road and Hillcrest Avenue requested rezoning from residential to a commercial use. The City Council, following considerable discussion, adopted a policy generally stating that all those properties would be supported for GO General Office zoning subject to a number of conditions relating to replatting and some improvement requirements to Central Avenue. The policy indicated requests for more intensive zoning (such as LC Limited Commercial) or expansions to the residential neighborhood to the south would not be supported.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends deny the request as submitted and recommend approval of the zoning change from GO General Office to NR Neighborhood Retail. This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Central Avenue is a commercial corridor; however specific actions have been taken in the past to protect the integrity of the residential development to the south of the subject property. The recommended action maintains the previous policies for this neighborhood.
2. The suitability of the subject property for the uses to which it has been restricted: The property is presently zoned GO General Office, but has been used more as a NR Neighborhood Retail site. This is consistent with other uses in the immediate vicinity. GO General Office restricts the property primarily to just office uses, which does limit the potential future uses of the property to some degree.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed NR zoning is appropriate.
4. Length of time the property has been vacant as currently zoned: The property has been occupied in the past under the current zoning classification; however some of the tenant businesses may not have been

fully in compliance with the GO General Office zoning. The change to NR broadens the potential uses for the site.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the area in which the site is located as appropriate for New Employment. The rezoning of the site would enhance the marketability of the property; thereby providing a greater tax base and employment opportunities.

6. Impact of the proposed development on community facilities: Rezoning of the property would not have any impact on community facilities or resources. All public improvements are available to serve the property.

Comments from MAPC:

Applicant is not in attendance. Planning Commission approved Neighborhood Retail versus Limited Retail

Questions from DAB:

Q: Can an overlay be put in?

A: The NR does that basically?

Action Taken: Wilson/Mayes made a motion to recommend that City Council approve the request with a protective overlay of no payday lending. Motion carried 9:0.

OCA 150004

PUBLISHED IN THE WICHITA EAGLE, FEBRUARY 16, 2018

ORDINANCE NO. 50-669

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2017-0053

City zone change from GO General Office District to NR Neighborhood Retail District and described as follows:

The west 70 feet of Lot 2, Atkisson Addition to the City of Wichita, Sedgwick County, Kansas.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law